BEXLEY PARK

Architectural Review Committee (ARC) Guidelines

Community Rules and Regulations

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BEXLEY PARK

ADOPTED 1/2004

Architectural Review Committee (ARC) Guidelines
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ARC APPLICATION FORM ATTACHED

ALL PERSONS USING THIS MANUAL ARE ADVISED:

1. This manual has been adapted for the purpose of establishing general guidelines for architectural approvals and does not supersede or replace the Association's governing documents or local, state or federal laws, codes, ordinances, rules or regulations.

2. This manual is subject to amendment from time to time. Also, because of changing circumstances and technologies, matters prohibited or approved in the past may not necessarily be prohibited or approved in the future.

3. While this Manual is intended to establish consistency of appearance within the community, it should be remembered that because of factors such as location, neighborhood characteristics and proximity to common areas, waterbodies, roads and the like, various properties may be treated differently in order to reflect such factors.

4. As stated in the Association's governing documents, no approval hereunder shall constitute a warranty or approval as to, and neither the Association nor any member or representative thereof shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any improvement or alteration nor as to its compliance with governmental or industry codes or standards.

Section 10 **Air Conditioners**

A. Window A/C units are not permitted.

Section 20 **Antennas (Satellite Dishes)**

A. Exterior TV or radio antennae are not permitted.
B. Satellite dishes with a diameter of 24 inches or less will be approved with the following conditions:
   1. Dish must be installed at least 8 feet above the finished floor of the home.
   2. Dish may not be installed on the front of the home.
   3. Dishes installed on sidewalls must be installed within 6 feet from the rear of the home. Manor Homes – satellite must be installed no higher than 3 feet from the ground
   4. Dishes may not be installed on the roof or on roof overhangs.
   5. Cables required for installation of any dish may not be exposed for more than 3 feet on the outside wall. All exposed cables on outside walls shall be painted to match the existing building color providing that the paint will not degrade the signal.
   6. You must submit an architectural application with a survey, showing location of the dish, to ARC for approval prior to installation.

Section 30 **Awnings**

A. Only retractable roll-out awnings encased on rear of home are permitted.
B. You must submit an architectural application, with a survey showing location and sample of fabric, to ARC for approval prior to installation.
C. Periodic cleaning and eventual replacement by owner may be directed at the discretion of the Board of Directors.

Section 40 **Basketball Hoops (Single Family Homes ONLY – no others permitted)**

A. Permanent Basketball Hoops shall be professionally manufactured and installed on a black pole with a white or clear backboard. No roof or roof-mounted backboards are permitted.
B. Portable basketball backboards MUST be brought inside the garage EACH NIGHT.
C. Shall not cause a nuisance.
D. Portables can not be set up in the streets or sidewalks.

Section 50 **Boats**

A. Shall be stored in garage and shall not be visible from street
B. No use of the community lake is allowed.

Section 60 **Clothes Drying**

A. No garments, rugs, or any other materials may be hung, exposed, or dusted from the windows, balconies or from the front façade of any home. Further, no outside clothesline or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any home.

Section 70 **Driveways & Walkways**

A. Surfaces must be consistent with original approved materials and colors.
B. Walkways from the driveway to front door; front and rear patios and porches may be considered for resurfacing (tile, pavers, etc.,) Manor Homes and Townhomes are not allowed any resurfacing.
C. You must submit an architectural application, with a survey and color picture or sample of resurfacing material, to ARC for approval prior to installation.
D. No side extensions to the drives or walks are allowed.

Section 80 **Exterior House Light**

A. All additional light fixtures require architectural approval. Along with your architectural application submit a picture of the fixture and a copy of your survey, showing the location, to ARC for approval prior to installation.

Section 90

Fences

Contact ARC for guidelines in your specific neighborhood. You must submit an architectural application with a survey showing the fence location for approval prior to installation. Municipal permits are responsibility of homeowner. Rear gates, a minimum of five (5) foot wide are required to allow access of lawn maintenance equipment These gates MUST be kept unlocked at all times.

A. Dry (interior) Lots
   1. 5' black aluminum styles
   2. Must be set back at least 5 feet from front corners of house
   3. Due consideration should be given to any easements that may exist.

B. Corner Lots
   1. 5' black aluminum styles
   2. Must be set back at least 5' from front corners of house
   3. Fences must be set in at least 5' from the sidewalk on the side of the property facing the street.
   4. Due consideration should be given to any easements that may exist.

C. Water Lots
   1. 5' black aluminum styles
   2. Must be set back at least 5' from front corners of house
   3. Fence cannot encroach into the 20' lake maintenance easement
   4. Due consideration should be given to any easements that may exist.

D. No fences are allowed on Manor Homes or Townhomes.

Section 100

Flag Poles & Flags

A. No flags or banners other than American flags subject to approval (as to size and location)
B. Flag poles are not permitted; only brackets mounted to the front exterior of house
C. You must submit an architectural application with a survey showing location to ARC for approval prior to installation.

Section 110

Furniture (Outdoors)

A. Outdoor furniture need not be submitted to the Board for approval prior to being constructed or installed provided that they conform to the following guidelines:
   - Outdoor furniture shall be complementary to the exterior color scheme of the building.
   - Furniture in a state of disrepair (i.e furniture cushions and umbrellas must be free of fading and discoloration and frames must be free from rust.)

Section 120

Garage Conversions

A. Garage conversions are not permitted.

Section 130

Gutters & Down Spouts

A. Gutters and down spouts must be primed and painted to match existing adjacent surface color.
B. You must submit an architectural application with a survey showing location to ARC for approval prior to installation.

Section 140

House Colors (Single Family Only)

A. Shall remain as original colors selected for the community
B. You must submit an architectural application to ARC for approval prior to painting.

Section 150

House Paint (Single Family Only)

A. Shall not have mildew or irrigation staining
B. Shall not have chipped or peeling paint

Section 160

Lake & Wetland Preserves

No swimming, fishing or boating is allowed.

Section 170

Landscaping & Plant Materials

Submit for approval, an architectural application with survey indicating type and location of landscaping, prior to commencing work. An owner shall not install any landscaping which interferes with the established drainage pattern over the property. Landscape changes for Manor Homes and Townhomes are not allowed.

A. Shall not be removed without ARC approval
B. LANDSCAPE LIGHTING & DECORATIVE STRUCTURES
    1. Wiring shall be buried and out of sight
    2. Transformers shall be obscured from view
    3. Must not be a nuisance to neighbors
    4. No trellis' are allowed
    5. Water fountains and sculptures are not permitted
C. PLANT MATERIAL
    1. Trees
        a. Type
            1) Most varieties permitted
            2) Fruit trees are approved with the following conditions:
                a) Must be planted at least 10' from property lines
                b) Shall not be a nuisance due to insects or rodents
                c) Fallen fruit must be picked up.
                d) Shall be well-trimmed
                e) Shall only be in the backyard
        b. Setback for trees other than fruit-bearing trees
            1) 5' from side property line
            2) No trees are permitted in the 20' lake easement.
            3) For the health of the tree, the planting of flowers around swale trees is not permitted.
    2. Hedging
        a. Spacing
            1) Shall be continuous (i.e. planted on 18 inch centers)
        b. Type
            1) Most hedge varieties are permitted.
        c. Setback
            1) Inside property line by 18 inches
            2) Landscaping shall not extend into lake easement
            3) On corner lots, must be set back 5' from sidewalk
        d. Height
            1) Must maintain height between 4 and 5 feet
    3. Plants
        a. Type
            1) No artificial vegetation allowed (includes grass, plants, etc.,)
            2) Most varieties of plants permitted
            3) Adding new planter beds or replacing plants in existing beds requires prior approval.
            4) Shall not encroach into the 20 foot lake maintenance easement
            5) For the health of the tree, the planting of flowers around swale trees is not permitted.

Section 180

Nuisances

A. Shall not create an annoyance to the neighborhood (i.e. pets, music, parties, etc.,)
B. Rodents – insects shall be controlled by owner.

Section 190

Parking on Common Areas

A. On-street parking, parking across sidewalks, parking on lawns or common areas is not permitted.

Section 200

Patios, Decks & Balconies

A. Contact ARC for guidelines in your specific community.

Section 210

Pets

A. No livestock or poultry shall be kept, maintained or bred in any residential unit except for fish in an aquarium and birds in a cage and maintained in the interior residential unit and not more than two (2) only per home.
B. All pets must be leashed at all times.
C. Owner must pick up after their pets.
D. Pets cannot be left outside barking or creating an annoyance of any kind to the neighbors.

Section 220

Play Equipment (Swing sets, trampoline, etc.,) – Not allowed in Manor Homes or Townhomes

A. Tree houses are not permitted.
B. Height and size requirements exist; apply for approval prior to purchasing or bringing play equipment onto property.
C. Shall be landscaped so as to obscure from street view and must not become a nuisance
D. Shall not be placed closer than 10 feet from any adjoining property line. Neighbor's signature approving the play equipment installation must be included.
E. You must submit an architectural application with a survey showing location to ARC for approval prior to installation. Submittal shall include a colored picture or brochure of information or elevation sketches if custom designed.

Section 230

Pools & Pool Equipment – Not allowed in Manor Homes or Townhomes.

A. Swimming Pools & Spas
    1. Contact ARC for neighborhood setback requirements.
    2. You must submit an architectural application with survey showing scaled drawing of pool/spa.
    3. It is suggested that you receive architectural approval from ARC before going to the city for necessary permits.
B. Pool Equipment & Gas Tanks (heaters, pumps)
    1. Landscaping shall be used to obscure pool equipment from view.

Section 240

Screen Enclosures & Screen Doors

A. Must meet community setback requirements
B. Shall be white aluminum framing with charcoal color screening
C. Shall not have flat aluminum covered roof
D. Landscaping may be required, particularly on corner lots.
E. You must submit an architectural application with a survey, showing location to ARC, for approval prior to installation.
F. Approved screen door is Unique Tech, Inc., Designer Series, Boca Style (picture is attached)

Section 250

Seasonal Lights & Holiday Decorations

A. May only be displayed for a total of 40 days per calendar year – not before Thanksgiving and must be removed by January 10th of each year.

Section 260

Sidewalks (Parallel to Streets)

A. Shall not be painted or stained
B. Shall be kept free of irrigation stains
C. Sidewalks are never to be altered except as originally installed.

Section 270

Signs

A. One For Sale or For Rent sign may be displayed, provided the face surface shall not be larger than 3" x 5". Sign must only be placed in one front, second floor window.
B. No other signs are permitted.
C. No signs of any kind may be placed on community common ground.

Section 280

Storage Sheds

A. Sheds are not permitted.

Section 290

Storm Shutters

A. Shall preferably have removable panels
B. Roll-down and sliding models shall match wall color.
C. Accordion panel shutters must match color of adjoining window or door frame.
D. No Bahama Shutters are permitted.
E. Panels must be in place no earlier than 48 hours prior to storm or warning, and must be removed within 7 – 14 days after a storm or 48 hours after a warning.
F. Must not be used for security purposes
G. You must submit an architectural application with a survey, showing location to ARC, for approval prior to installation.

Section 300

Trash Containers

A. Must be made of rigid plastic with 20 – 32 gallon capacity, well-sealed (bags alone are not permitted)
B. No trash containers can be put out earlier than 24 hours before pick up.
C. Containers must be brought in no later than 12 hours after collection and stored out of view.

Section 310

Vehicles

A. No recreational vehicles, campers, trailers of any kind or use, or mobile homes permitted.
B. Commercial vehicles must be kept in garage at all times.
C. Vans must have at least 50% windows to be left in driveway area.

Section 320

Window Films & Exterior Coverings

A. Tinting shall be non-mirror finish.
B. No aluminum foil or bed sheet coverings are permitted.
C. You must submit an architectural application with a survey, showing location and a sample of film, to ARC for approval prior to installation.
D. Exterior wrought iron or metal bars are prohibited.

Compliance with these guidelines does not automatically grant architectural approval. A rchitectural approval must be requested in writing, for any changes to the exterior of your home (to include flower installation and garage conversions). Application and instructions can be found on the attached Architectural Review Board Application form or by calling the community property management company.

BEXLEY PARK

BEXLEY PARK MASTER ASSOCIATION, INC

USE GUIDELINES FOR

COMMUNITY AMENITIES

Adopted January 2004

GENERAL RULES AND REGULATIONS

- Age requirements - Please refer to the specific activity for information on age requirements. All age requirements will be strictly enforced. It is the duty and responsibility of the member to become familiar with these requirements and to cooperate in the enforcement thereof.
- The hours of operation may be adjusted seasonally as usage dictates.
- Parents will be responsible for the conduct of their children at all times.
- Owners will be responsible for the conduct of their guests at all times. Guest must be accompanied by the owner at all times.
- Members using the facility are responsible for leaving it clean after its use.
- The cost of replacing any property that is broken, damaged or removed by a member or guest shall be charged to the member concerned.
- Wagering is not permitted while engaging in any activity on any common area property.
- NO pets shall be permitted anywhere in the cabana, asketball / sport courts or in or around the pool or on the common areas immediately adjacent to these facilities.

Member/Owner

Member is defined to include the owners of record of the home within either, BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION, Inc. Parents of unit owners whose legal and permanent residence is within the members unit are also entitled to be members.

A member will be required to be with their guests while using any of the common area facilities.

CABANA USE

- Pets are not allowed under any circumstances.

- **BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION, Inc. it's members, Board of directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility**

POOL

- **BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION, Inc., it's members, Board of directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility**
- Members, their families and guests shall have the right to use the Pool at any time it is open. The operating hours are from dawn to dusk daily.
- NO diving in the pool.
- NO Alcoholic beverages allowed at the pool.
- Age requirement: **Children under the age of 16 are NOT permitted** in the pool unless under the direct supervision of their parents.
- A shower must be taken prior to entering the pool.
- Suntan oils and body lotions clog the pool filter and drain. These products must be removed before entering the pool.
- All persons using the pool must have a towel.
- Towels MAY NOT BE USED TO RESERVE CHAIRS.
- No glass is allowed in the pool or anywhere around the pool area or deck.
- No running, pushing or boisterous play is permitted on the pool deck.
- ALL radios, CD's, tape decks, etc., are required to have a set of headphones when listening to audio programming.
- Pets are not allowed on the pool deck or in the pool.
- Persons with open sores, cuts or communicable diseases may not enter the pool.
- Diapered age children MUST wear rubber pants in the pool.
- Food or drinks must be kept a minimum of 10 feet back from the pool edge.
- Floats may only be used if not creating a nuisance for other bathers.

BASKETBALL / SPORT COURT

- **BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION, Inc., it's members, Board of directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility**
- BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION owners, their families and guests shall have the right to use the Sport Court at any time they are available. The operating hours from 8:00 A.M. until sundown. The court is NOT lighted.
- No food, intoxicants, drinks in glass containers, pets or animals will be permitted on the court. Court is not to be used for any purpose other than to conduct a game of basketball.
- Age requirement: **Children under 12 years of age** and younger must be accompanied by and directly supervised by their parents or an adult of 21 years of age.
- Court Dress Code: Proper shoes must be worn at all times. Proper attire should be worn at all times. NO bare chests and NO bathing suits.
- NO roller-skating, skateboarding, rollerblading or bicycling riding or big wheels

Court Reservations:

- Reservations are not necessary as court is used on first come, first serve basis. Please be prepared to relinquish the court when others are waiting after one hour's play.
- For safety and enjoyment of others, please no excessive noise or profanity. Do not hang climb on poles, backboards or hoops/nets.

TOT LOT / PLAYGROUND

- **BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION, Inc., it's members, Board of directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility.**
- BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION owners, their families and guests shall have the right to use the Tot lot / Playground at any time they are available. The operating hours from 8:00A.M. until sundown. There is no night lighting of this area.
- No food, intoxicants, drinks in glass containers, pets or animals permitted on the lot. The lot is not to be used for any purpose other than to play on the equipment provided.
- Age requirement: **Children under 12 years of age** and younger must be accompanied by and directly supervised by their parents.
- Proper shoes must be worn at all times. Proper attire should be worn at all times. NO bare chests and NO bathing suits.

Tot lot / Playground Reservations:

- Reservations are not necessary as courts are used on first come, first serve basis.
- For safety and enjoyment of others, please no excessive noise/screaming or sand/mulch throwing or profanity. Do not allow children over the restrictive weight class utilize the equipment.

Picnic / B.B.Q. Areas

- Owners are responsible for cleaning out the grill contents after each use.
- Reservations are not necessary as courts are used on first come, first serve basis. Please be prepared to relinquish the court when others are waiting after one and one-half hour's play for doubles and one hour for singles.
- **BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION, Inc.**, its' members, Board of directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility.

BEXLEY PARK MASTER HOMEOWNER'S ASSOCIATION ARCHITECTURAL REVIEW COMMITTEE
APPLICATION AND APPROVAL FORM

Name: _____

Address: _____

Phone: _____(H)_____(w)

Subdivision: _____ Lot:_____

Date: _____Date Received: _____

Approval is hereby requested to make the following modifications, alterations, or addition to my home or lot.

_____

_____

_____

_____

_____

_____

_____

Owner's Signature

.....

Date first received: _____ Application not completed, contacted owner: _____
(initial/date)

Approved: Property Manager _____

Bexley Park Master Homeowner's Association ARC _____

Denied: Property Manager _____

Bexley Park Master Homeowner's Association ARC _____

Comments: _____

_____

BEXLEY PARK MASTER HOMEWOWNERS ASSOCIATION, INC.		
OPERATING BUDGET 2004		
JANUARY 1, 2004 THROUGH DECEMBER 31, 2004		
Capital Contribution: $250.00		
BASED UPON 264 MIXED UNITS	2004 BUDGET APPROVED	PER UNIT PER MONTH
ADMINISTRATIVE:		
Legal Fees	1,500.00	0.47
Accounting Fees	2,500.00	0.79
Insurance - General Liability Common Area Only & Amenites	25,000.00	7.89
Taxes, Licenses, Fees, Pool	500.00	0.16
Admin. Expenses	10,000.00	3.16
Management Fees	31,680.00	10.00
TOTAL ADMINISTRATIVE EXPENSES	71,180.00	22.47
OPERATING EXPENSES:		
Repairs & Maint.	5,000.00	1.58
Janitorial Service - Cabana/Fitness Ctr/Pool Area	10,000.00	3.16
Janitorial Supplies - Cabana/Fitness Ctr/Pool Area	5,000.00	1.58
Landscape Maintenance Common Areas	18,000.00	5.68
Irrigation Maintenance	18,000.00	5.68
Fertilization	15,000.00	4.73
Landscape Replacements & Extras & Seasonal Flowers	10,000.00	3.16
Tree Trimming	30,000.00	9.47
Lake Maintenance	10,000.00	3.16
Fitness Center Exercise Equipment Maintenance Agreet	1,450.00	0.46
Cabana / Fitness Ctr. A/C Maintenance Agreement	1,500.00	0.47
Pool Service	10,000.00	3.16
Sport Court Maintenance	3,500.00	1.10
Security Monitoring of Cabana/Fitness Center	1,500.00	0.47
TOTAL OPERATING EXPENSES	138,950.00	43.86
UTILITIES:		
Electric	5,000.00	1.58
Water / Sewer	10,000.00	3.16
Gas Heat	10,000.00	3.16
Telephone- Emergency Phone at Pool	500.00	0.16
Cable - Homes and Fitness Center	82,368.00	26.00
TOTAL UTILITLIES EXPENSES	107,868.00	34.05
Reserves on Common Areas	19,346.75	6.11
TOTAL BUDGET	337,344.75	106.49
Landscape Maintenance Estate Homes (40/12/101)	48,480.00	5.80
Irrigation Maint. Estate Homes (10/12/101)	12,120.00	1.45
Landscape Replacements and Miscellaneous Estate Homes	10,000.00	1.20
Total Landscape / Irrigations for Estate Homes Units	70,600.00	8.45
Landscape Maintenance Townhomes (35/12/82)	34,440.00	4.12
Irrigation Maint. Townhomes (10/12/82)	9,840.00	1.18
Landscape Replacements and Miscellaneous Townhomes	10,000.00	1.20
Insurance for Townhomes 82 X 650.00	37,400.00	4.48
Reserves for Townhomes	33,361.21	3.99
Total Landscape / Irrigation / Insurance / Reserves for Townhomes	125,041.21	14.97
Landscape Maintenance Manor Homes (35/12/81)	34,020.00	4.07
Irrigation Maint. Manor Homes (10/12/81)	9,720.00	1.16
Landscape Replacements and Miscellaneous Manor Homes	10,000.00	1.20
Insurance for Manor Homes 81X 1625.00	29,700.00	3.56
Reserves for Manor Homes	26,373.44	3.16
Total Landscape / Irrigation / Insurance / Reserves Manor Homes	109,813.44	13.15
		Per Unit Per Month
Per Units for Estate Homes - 101 Units		119.94
Per Unit for Townhomes - 82 Units		121.46
Per Unit for Manor Homes - 81 Units		119.63
BEXLEY PARK		
6/3/2004 14:40		

RESERVE CALCULATION WORKSHEET

BUDGET YEAR 20004

ITEM	REPLACEMENT COST	RESERVED AS OF 12/31/2003	ESTIMATED LIFE	LIFE REMAINING	COST PER YEAR
ROOF	13,000.00	0	16	16	812.50
CABANA	7,000.00	0	7	7	1,000.00
PAINTING					
CABANA					
PAVING (Spine 7846 + Alleys 9688 LF)	175,342.50	0	10	10	17,534.25
17534 LF X 20' Wide =					
350680 / 9 =					
38965 Sq Yds @ 4.50 per Yard					
TOTAL COMMON AREA RESERVES	***195,342.50***				***19,346.75***
TOWNHOMES:					
ROOF - 3 - 4 UNITS X $18,567.00	55,701.00	0	16	16	3,481.31
ROOF - 8 - 5 UNITS X $23,208.00	185,664.00	0	16	16	11,604.00
ROOF - 5 - 6 UNITS X $27,900.00	139,500.00	0	16	16	8,718.75
PAINTING 3 - 4 UNITS X $3,300.00	9,900.00	0	7	7	1,414.29
PAINTING 8 - 5 UNITS X $4,125.00	33,000.00	0	7	7	4,714.29
PAINTING 5 - 6 UNITS X $4,800.00	24,000.00	0	7	7	3,428.57
TOTAL TOWNHOMES RESERVES	***447,765.00***				***33,361.21***
TOWNHOMES INSURANCE:					
3 - 4 UNITS X $1,100.00	3,300.00	0	0	0	3,300.00
8 - 5 UNITS X $2,200.00	17,600.00	0	0	0	17,600.00
5 - 6 UNITS X $3,300.00	16,500.00	0	0	0	16,500.00
TOTAL INSURANCE	***37,400.00***				***37,400.00***
MANOR HOMES:					
ROOF - 27 BLDGS. X 13935.00	375,975.00	0	16	16	23,498.44
PAINTING 27 BLDGS. X $2875.00	20,125.00	0	7	7	2,875.00
TOTAL MANOR HOMES RESERVES	***396,100.00***				***26,373.44***
INSURANCE 27 X $1100.00	***29,700.00***	0	0	0	***29,700.00***

BEXELY PARK MASTER HOMEOWNERS ASSOCIATION – 264 UNITS
OPERATING BUDGET BASES AND ASSUMPTIONS
2004

- Legal: This cost relates to the use of an attorney to assist the Association in both collection and deed restriction matters.
- Accounting Fees: Cost relates to the use of and outside CPA firm to prepare a year-end review of the books and records and to prepare the association tax returns.
- Insurance: Cost relates to the purchase of various types of insurance, including hazard for replacement value, liability on all Association common areas, Directors and Officers Insurance.
- Taxes, Licenses and Fees: Cost relates to the fees relating to the State of Florida or annual permit / license renewals.
- Administrative Expenses: Cost relates to the postage, copies and coupon books for assessment collection.
- Management Fees: Cost relates to the use of a professional property management company to administer the affairs of the Association.
- Repairs and Maintenance: Cost relates to miscellaneous repairs and maintenance to the common areas.
- Janitorial Service: Cost relates to ongoing services required in maintaining the cabana / fitness center and surrounding pool area.
- Janitorial Supplies: Cleaning and paper products for the cabana and fitness center.
- Landscape Maintenance: Maintenance to the common areas throughout the community.
- Irrigation Maintenance: Monthly wet checks and repairs for the common areas throughout the community.
- Ferlization: For turf and shrub areas based upon the recommended needs of the soil or plantings on common areas.
- Landscape Replacement: Cost relates to the annual flowers in the common areas. It does not included individual unit replacements.
- Tree Trimming: Trimming to be done on the trees and palms within the community on common areas as needed based upon the specific requirements.
- Lake Maintenance: Cost related for monthly service and inspection reporting for any of the lake system.
- Fitness Center Exercise Equipment: Maintenance agreement to have the fitness center equipment serviced once per quarter and make any repairs or replacement that may be needed to insure the safety of the user.
- Cabana / Fitness Ctr. A/C Maintenance Agreement: Service contract for the cabana/fitness center.
- Pool Service: Cost related to cleaning the pool and balance all necessary chemicals as required.
- Sport Court Maintenance: Cost related in surface inspection and repairs to any of the surrounding court features.
- Security Monitoring: Monitoring system used within the cabana and fitness center.
- Electric: Cost related to the electrical use of the cabana/fitness center and all electric sources for the common area irrigation systems and community lighting.
- Water & Sewer: Cost related to water use within the cabana / fitness center.
- Gas/Propane Heat: Propane gas service for the community pool.
- Telephone: Phones to service the cabana/fitness/pool area.
- Cable TV: -Individual Homes & Fitness Center.
- Reserves: Funds collected for future maintenance / replacements for painting, paving and roofing of the common area amenities only.
- Landscape Maintenance: Grass cutting around each individual Estate Home, Townhome or Manor Home.
- Irrigation Maintenance: Monthly wet checks and repairs for each individual Estate Home, Townhome or Manor Home.

FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

June 24, 2003

SALOMON KANNER DAMIAN & RODRIGUEZ, P.A.
ATTN: JUAN E. RODRIGUEZ
80 SW 8TH STREET
MIAMI, FL 33130

The Articles of Incorporation for BEXLEY PARK MASTER ASSOCIATION, INC. were filed on June 20, 2003 and assigned document number N03000005434. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT/UNIFORM BUSINESS REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT/UNIFORM BUSINESS REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT/UNIFORM BUSINESS REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT/UNIFORM BUSINESS REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Tim Burch, Document Specialist
New Filings Section

Letter Number: 303A00038517

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BEXLEY PARK MASTER ASSOCIATION, INC., a Florida corporation, filed on June 20, 2003, as shown by the records of this office.

The document number of this corporation is N03000005434.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fourth day of June, 2003

Glenda E. Hood

Glenda E. Hood
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

BEXLEY PARK MASTER ASSOCIATION, INC.,
a not-for-profit Florida corporation

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617.001, of the Florida Statutes, the undersigned, acting as incorporator, hereby adopts the following Articles of Incorporation for the purposes and with the powers hereinafter mentioned, hereby certifies and sets forth the following:

First: The name of the Corporation is **Bexley Park Master Association, Inc.**

Second: The Corporation is incorporated as a corporation not-for-profit under the provisions of Chapter 617 Florida Statutes, as amended, and will be referred to hereafter as the "Corporation".

Third: The principal office and post office address of the Corporation shall be located at 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442. The address of the Registered Office of the Corporation is 2550 Brickell Bayview Centre, 80 S.W. 8th Street, Miami, Florida 33130. The names of the registered agent is: Juan E. Rodriguez, who is authorized to accept service of process within this State upon the Corporation; and his address is at the Registered Office.

Fourth: The purposes for which this Corporation is formed do not contemplate pecuniary gain or profit to the Members thereof, and the specific purpose for which it is formed are to provide for maintenance of the Common Property described in the Master Declaration of Covenants, Conditions, and Restrictions of Bexley Park affecting the property described in said Master Declaration. This Corporation shall have following powers:

(a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Master Declaration of Covenants, Conditions, and Restrictions of Bexley Park, hereinafter called the "Master Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, as the same may be amended from time to time as therein provided; said Master Declaration is by reference incorporated herein as if set forth at length;

(b) To fix, levy, collect and enforce payment by any lawful means all charges or assessments pursuant to the terms of the Master Declaration; to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Corporation, including licenses, taxes or government charges levied or imposed against the property of the Corporation;

(c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of the Corporation's real or personal property as security for money borrowed or debts incurred; and

(e) To have and to exercise any and all powers, rights and privileges which a corporation, organized under the corporation not-for-profit law of the State

of Florida, may by law now or hereafter have or exercise.

Fifth: Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by the Master Declaration to assessment by the Corporation, including contract sellers, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Corporation. Ownership of such Lot shall be the sole qualification for membership.

Sixth: The Corporation shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article Fifth with the exception of the Declarant (as defined in the Master Declaration). Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article Fifth. When more than one person hold such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant (as defined in the Master Declaration). The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article Fifth, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events whichever occurs earlier:

(a) when the Declarant no longer owns ninety (90%) percent of the Lots and/or Units provided for in the Development Plan as defined in the Master Declaration; or

(b) December 31, 2010; or

(c) Thirty (30) days after the Declarant elects to terminate the Class B Membership.

Seventh: The term for which this Corporation is to exist is perpetual.

Eighth: The affairs of the Corporation are to be managed by the following officers:

President
Vice President
Secretary
Treasurer

Ninth: The officers who are to serve until the first election of the directors are as follows:

President	Michael Humphries
Vice President	Rafael Roca
Secretary	Candace Sharpsteen
Treasurer	Frances J. Guerra

The first annual meeting of the Corporation and the first election of the Board of Directors shall be held on the first Wednesday in December, 2004, or by order of the Board of

Directors at such earlier date as they determine, and thereafter annual meetings of the members shall be held on the first Wednesday in December of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following. The Directors elected at the first annual meeting and at each subsequent annual meeting of the Members shall elect officers of the Corporation who will hold office until the next meeting of the Board of Directors, or until their successors are elected and qualified.

Tenth: This Corporation shall be governed by a Board of Directors consisting of not less than three (3) and no more than five (5) persons. The names and addresses of the persons who are to serve as Directors until the first annual meeting of the Members are as follows:

	NAMES	ADDRESSES
1.	Michael Humphries	1192 East Newport Center Drive Suite 150 Deerfield Beach, Florida 33442
2.	Rafael Roca	1192 East Newport Center Drive Suite 150 Deerfield Beach, Florida 33442
3.	Candace Sharpsteen	1192 East Newport Center Drive Suite 150 Deerfield Beach, Florida 33442

Commencing with the first annual meeting of the Members and at each subsequent annual meeting of the Members of the Corporation, the Directors of the Corporation shall be elected by the Members and they will hold office in each instance until the next annual meeting of the Members or until their successors are elected and qualified. Pursuant to Article Sixth hereof, the Declarant, D.R. Horton, Inc., is a Class B Member with three votes for each unsold Lot in the Property. Directors elected by the Class B Member need not themselves be owners of homes erected on the property subject to the Declaration nor Members of the Corporation. Further, notwithstanding the number of Class B votes existing from time to time, the Declarant, D.R. Horton, Inc., shall have the right to elect all of the Directors of the Corporation until December, 2004. Thereafter, the Directors of the Corporation shall be elected at the annual meeting of the Members of the Corporation, which annual meeting will be held pursuant to the provisions of the By-Laws. Vacancies in the Board of Directors shall be filled by the remaining Directors at a special meeting called for that purpose and a Director so elected shall serve until the next annual meeting of the Members of the Corporation.

Eleventh: The Board of Directors shall have all the powers and duties referred to in the Declaration and in the laws of the State of Florida respecting corporations not-for-profit.

Twelfth: The initial By-Laws of this Corporation are those adopted by the Board of Directors and entered in the Minute Book of the Corporation. Such By-Laws may be altered, amended, added to or repealed by the Members of the Corporation in the manner provided for in said initial By-Laws and in conformity with the provisions and requirements of the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which is currently set forth in Chapter 617, Florida Statutes, as amended from time to time.

Thirteenth: These Articles of Incorporation may be altered, amended, changed,

added to, or repealed, in the manner or hereafter prescribed by statute or herein or by the By-Laws of this Corporation as they exist from time to time, at any duly called meeting of the Members of this Corporation provided that (a) the notice of the meeting is given in the manner provided in the By-Laws, and it contains a full statement of the proposed alteration, amendment, change, addition, or repeal, and (b) there is an affirmative vote of two-thirds (2/3) of the Members in person or by proxy of said proposed alteration, amendment, change, addition, or repeal.

Fourteenth: This Corporation shall never have or issue shares of stock nor will it ever have or provide for non voting membership.

Fifteenth: From time to time and at least once annually, the corporate officers shall furnish periodic reports to the Members, which shall include profit and loss statements and balance sheets prepared in accordance with sound business and accounting practices.

Sixteenth: The Corporation shall have all the powers set forth and described in the Florida Statutes regulating corporations not-for-profit, as amended from time to time, which are currently set forth in Chapter 617.0302 Florida Statutes, together with those powers conferred by the Declaration, these Articles and any and all lawful By-Laws of the Corporation.

Seventeenth: The names and address of the incorporator hereto is as follows:

	NAME	ADDRESSES
1.	Juan E. Rodriguez	80 S.W. 8th Street Suite 2550 Miami, Florida 33130

Eighteenth: Each Director and officer of this Corporation shall be indemnified by the Corporation against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his having been a Director or officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view to curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty as such Director or officer, or in respect to any matter in which any settlement or compromise is effected if the total expense, including the cost of settlement shall substantially exceed the expense which might reasonably be incurred by such Director or officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office. The foregoing right to indemnification shall be in addition to any other rights to which any such Director or officer may be entitled as a matter of law or otherwise.

We, the undersigned, being all of the incorporators herein-above named, for the purpose of forming a Corporation not-for-profit pursuant to Chapter 617, Florida Statutes, as amended, do hereby subscribe to these Articles of Incorporation, and have set our hands and seals this 19th day of June, 2003.

Juan E. Rodriguez (SEAL)

STATE OF FLORIDA)
: SS.
COUNTY OF MIAMI-DADE)

Before Me, the undersigned authority, this day personally appeared Juan E. Rodriguez, who being duly sworn according to law, deposes and says that he is competent to contract and further acknowledge that he did subscribe to the foregoing Articles of Incorporation freely and voluntarily and for the purpose therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal at Miami, Miami-Dade County, Florida, this 19th day of June, 2003.

Name: Tina DeMercado
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: (SEAL)

TINA DEMERCADO
MY COMMISSION # DD 134526
EXPIRES: September 9, 2006
Bonded Thru Notary Public Underwriters

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Acceptance of Service As Registered Agents

The undersigned, **Juan E. Rodriguez**, having been named as registered agent to accept service of process for **Bexley Park Master Association, Inc.**, a not-for-profit Florida corporation, at the registered office designated in the Articles of Incorporation of said Corporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with and accepts the duties and obligations of Section 617.023 Florida Statutes, and will comply with the provisions of all statutes of Florida relative to the performance of our duties as registered agents.

Dated this 19th day of June, 2003.

Juan E. Rodriguez

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS

OF

BEXLEY PARK MASTER ASSOCIATION, INC.,
a not-for-profit Florida corporation

ARTICLE I

NAME AND LOCATION

The name of the corporation is Bexley Park Master Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at the offices of D.R. Horton, Inc., 1192 East Newport Center Drive, Suite 150, Deerfield Beach, Florida 33442, or at such other places as may be subsequently designated by the Board of Directors, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Articles" mean and refer to the Articles of Incorporation of Bexley Park Master Homeowners' Association, Inc., a not-for-profit Florida corporation, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "Bexley Park Estates" shall mean that portion of Bexley Park more particularly described on Exhibit "B" to the Declaration.

Section 3. "Bexley Park Manor" shall mean that portion of Bexley Park more particularly described on Exhibit "C" to the Declaration.

Section 4. "Bexley Park Townhomes" shall mean that portion of Bexley Park more particularly described on Exhibit "D" to the Declaration.

Section 5. "By-Laws" mean these By-Laws.

Section 6 "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Master Association.

Section 7. "Declarant" shall mean and refer to D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be amended.

Section 9. "Developer" shall mean and refer to any person or business entity who acquires any of the Property for the purpose of improving same and selling same as improved.

Section 10. "Development Plan" shall mean and refer to the approved Site Plan - Development Order as approved by the City of Delray Beach, Florida. Development Plans are customarily changed by developers as development progresses, and because the future development of Bexley Park is subject to revision and change by the Declarant, all references to the Development Plan shall be references to the latest revision approved by the appropriate governmental agencies.

Section 11. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, townhouse unit, or triplex unit, located within the Property For the purposes of the Declaration, any such single family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

Section 12. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Master Association.

Section 13. "Master Association" or "Bexley Park Master Association or Master Homeowners' Association" or "Association" shall mean and refer to Bexley Park Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 14. "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

Section 15. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, whether it be the Declarant, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 16. "Property" or "Bexley Park" shall mean and include the real

property subject to the Declaration as same may be amended from time to time, and at this time consists of that certain property described in Exhibit "A" to the Declaration. In the event the Declarant decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Declarant decides to delete certain real property from Bexley Park, this Declaration shall be amended to delete said property from the provisions hereof. Furthermore, no such amendment of this Declaration may be undertaken to delete any property: (a) if said property is not owned by the Declarant at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, or optionee of access to or from property owned or optioned by said Owner, or optionee.

Section 17. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

Section 18. "Reasonable Attorneys' Fees" means and includes reasonable attorneys fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Bexley Park, including but not limited to the Board of Directors of the Master Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

Section 19 "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a fitness center, cabana, sports court, party pavilion, tennis courts, pool, tot lot, and also include any personal property acquired by the Master Association for use in connection with any of the foregoing, which are used by or are intended by the Master Association for recreational uses.

Section 20. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.

Section 21. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.

Section 22.. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding of deleting property to Bexley Park pursuant to the provisions of Article II of the Declaration, or (2) any such declaration affecting all of the Property.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Residential Lot which is subject by covenants of record to assessment by the Master Association, including contract sellers, shall be a Member of the Master Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Residential Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot which is subject to assessment by the Master Association. Ownership of such Residential Lot shall be the sole qualification for membership.

Section 2. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Master Association, the voting rights of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed one hundred eighty (180) days for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

Section 3. Voting Rights. There shall be two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article III of the Declaration with the exception of the Declarant, D.R. Horton, Inc. Class A Members shall be entitled to one vote for each Residential Lot in which they hold the interest required for membership by Article III of the Declaration. When more than one person holds such interest in any Residential Lot, all such persons shall be Members. The vote for such Residential Lot shall be exercised by the Owners as they among themselves determine, but in no event shall more than one vote be cast with respect to any Residential Lot.

Class B. The Class B Member shall be the Declarant D.R. Horton, Inc. The Class B Member shall be entitled to three (3) votes for each Residential Lot in which it holds the interest required for membership by Article III of the Declaration, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) when ninety (90%) percent of the Homes and Residential Lots have been conveyed to third party outside purchasers;

(b) on December 31, 2012; or

(c) Thirty (30) days after the Declarant D.R. Horton, Inc, elect to terminate the Class B Membership

ARTICLE IV

PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Subject to the terms and provisions contained in the Declaration, each Member shall be entitled to have a non-exclusive right and easement of enjoyment in and to the use of the Common Area and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. Such member shall notify the secretary in writing of the name of any such delegate. The rights and privileges of such delegate are subject to suspensions to the same extent as those of the Members.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Master Association shall be managed by a Board of not less than three (3) and no more than five (5) Directors.

Section 2. Election. Directors shall be elected at the annual meeting of the Members. At such annual meeting not less than three (3) and no more than five (5) directors shall be elected and they shall serve until the next annual meeting of the Members or until their successors are chosen or until removed in accordance with the Articles of Incorporation or these By-Laws.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Master Association. In the event of death, resignations or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve until the next annual meeting of the Members.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Master Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any actions so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as needed with forty-eight (48) hours prior notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Master Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election of the Board of Directors shall be made from the floor at the annual meeting of the Members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the Members or their proxies may cast their vote with respect to each vacancy for as many as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power:

(a) To adopt and publish, from time to time, rules and regulations governing the use of the Common Area, and to establish penalties for the infraction

thereof;

(b) To exercise for the Master Association all powers, duties and authority vested in or delegated to the Master Association, which are not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration;

(c) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, except that the directors appointed by Declarant shall not be subject to this provision; and

(d) To employ a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) To supervise all officers, agents and employees of the Master Association and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration:

(1) To take into account the common expenses of the Master Association; and

(2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated have been paid;

(e) To collect delinquent assessments and penalties and to create, record and foreclose the lien securing the said assessments and to hire attorneys, accountants and other professionals to do the same;

(f) To procure and maintain adequate liability insurance, and to procure

adequate hazard insurance on property owned by the Master Association;

(g) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) To cause the exterior of the dwellings, and the lawns, fences and walls to be maintained by the Owners (except as otherwise required by the Declaration or these By-Laws).

ARTICLE IX

COMMITTEES

Section 1. The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes, such as:

(a) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Property and shall perform such other functions as the Board, in its discretion, determines;

(b) A Publicity Committee which shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Master Association; and

(c) An Audit Committee which shall supervise the annual audit of the Association's book and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an EX OFFICIO member of the Committee.

(d) An Architectural Control Committee to carry out the responsibilities described in Article VIII of the Declaration.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Master Association functions, duties, activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Master Association as is further concerned with the matter presented.

ARTICLE X

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the first Monday in December, 2005, or on such other date as the Board of Directors may in its judgment deems desirable or expedient, and each subsequent regular annual meeting of the members shall be held on the date fixed by the Board of Directors, and such meetings shall commence at seven o'clock, P.M. The annual meeting of the Members shall not be held on a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all of the votes of the entire membership or who are entitled to vote twenty-five percent (25%) of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Residential Lot.

Section 6. Action Taken Without A Meeting. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the necessary percentage of the Members needed to take such an action. Any actions so approved shall have the same effect as though taken at a meeting of the Members.

ARTICLE XI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The offices of this Master Association shall be a president and a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Master Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and performance of such duties as the Board may, from time to time, require.

Section 5. Resignation and Removal. Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Officers. The offices of secretary and treasurer may be held by the same person. No persons shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and all of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes; shall cause financial statements to be made of the Master Association's books of account at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members; and shall furnish a corporate surety bond in a sum satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Master Association of all books, papers, vouchers, money or other property of whatever kind in his possession or under his control, belonging to the Master Association. The Master Association shall pay all premiums for said bond.

ARTICLE XII

BOOKS AND RECORDS

The books, records and papers of the Master Association shall, at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and these By-Laws shall be available for inspection by any Member at the principal office of the Master Association, where copies may be purchased at a reasonable cost.

ARTICLE XIII

CORPORATE SEAL

The Master Association shall have a seal having the words Bexley Park Master Homeowners' Association, Inc., a not-for-profit Florida corporation.

ARTICLE XIV

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following rules and regulations, together with such additional rules and regulations as may hereafter, from time to time, be adopted by the Board of Directors, shall govern the use of the Homes located in the Property and the conduct of all residents thereof:

Section 1. Restrictions. The use restrictions set forth in the Declaration. In addition, the items set forth in Article IX of the Declaration shall constitute use restrictions on the Property.

Section 2. Rules and Regulations. The Board of Directors of the Master Association shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board of Directors in its sole discretion deems appropriate or necessary, provided that such additional rules and regulations shall be consistent with the provisions contained in the Declaration, and shall be published to the membership.

ARTICLE XV

AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, at a duly called regular or special meeting of the Members, by a vote of fifty-one percent (51%) of the Members present in person or by proxy, except that if at the time an amendment is proposed there are any mortgages encumbering any Residential Lot insured by the Federal Housing Administration, guaranteed by the Veterans Administration or held by the Federal National Mortgage Master Association, then the Federal Housing Administration, the Veterans Administration or the Federal National Mortgage Master Association shall have the right to veto amendments while there is a Class B membership, otherwise said right of veto will not exist.

Section 2. Conflict with Declaration. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XVI

DISSOLUTION

The Master Association may be dissolved with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

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THIS INSTRUMENT PREPARED BY:
Juan E. Rodriguez, Esquire
SALOMON, KANNER, DAMIAN & RODRIGUEZ, P.A.
2550 Brickell Bay View Centre
80 S.W. 8th Street
Miami, Florida 33130

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

OF

BEXLEY PARK

This Declaration of Covenants, Conditions and Restrictions of Bexley Park is made by D.R. Horton, Inc., a Delaware corporation (the "Declarant") this ___ day of February, 2004.

W I T N E S S E T H:

Declarant is the owner of the property located in Palm Beach County, Florida, and more particularly described in Exhibit "A" attached hereto; and

Declarant intends to develop the real property described in Exhibit "A" subject to the protective covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth.

Now, Therefore, Declarant hereby declares that all of the real property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property and to provide a uniform plan of development for the same. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Master Association as they may exist from time to time.

B. "Bexley Park Estates" shall mean that portion of Bexley Park more particularly described on Exhibit "B".

C. "Bexley Park Manor" shall mean that portion of Bexley Park more particularly described on Exhibit "C".

D. "Bexley Park Townhomes" shall mean that portion of Bexley Park more particularly described on Exhibit "D".

E. "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, and any personal property situate thereat, which are actually deeded to, dedicated to, or otherwise acquired by the

Master Association.

F. "Conservation Areas" shall mean and refer to those certain wetland preservation, mitigation or upland buffers more particularly described in the attached Exhibit "E" pursuant to the South Florida Water Management District Permit attached hereto as Exhibit "F".

G. "Declarant" shall mean and refer to D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

H. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and includes the same as it may, from time to time, be amended.

I. "Developer" shall mean and refer to any person or business entity who acquires any of the Property for the purpose of improving same and selling same as improved.

H. "Development Plan" shall mean and refer to the approved Site Plan - Development Order as approved by the City of Delray Beach, Florida. Development Plans are customarily changed by developers as development progresses, and because the future development of Bexley Park is subject to revision and change by the Declarant, all references to the Development Plan shall be references to the latest revision approved by the appropriate governmental agencies.

J. "Family Dwelling Unit" or "Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, zero lot line unit, townhouse unit, or triplex unit, located within the Property For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a Certificate of Occupancy (temporary or permanent) has been issued by the appropriate governmental authorities for the single family dwelling constructed on said parcel, or until said single family dwelling is determined by the Master Association, in its reasonable discretion, to be substantially complete.

K. "Garage Easement" shall mean and refer to the exclusive easement over and across a portion of a Garage Unit Lot (as hereinafter defined) for the benefit of specific lots within Bexley Park Manor as designated in Article VI, Section 7 below, for the purpose of providing those delineated Lots within Bexley Park Manor other than Garage Unit Lots with a garage to serve the Lot.

L. "Garage Element" shall mean and refer to an element of a Unit designated for garage purposes which may be included as a portion of certain Units with Bexley Park Manors. The Garage Element includes the garage floor and earth below the garage door and garage floor, the garage door opener within such Garage Element but excludes the wall, ceiling and foundation surrounding the Garage Element.

M. "Garage Unit Lot" shall mean those certain Family Dwelling Units within Bexley Park Manor wherein garages have been constructed on the ground level of the Unit.

N. "General Expenses" shall mean and refer to the expenditures for cleanup, maintenance, operation, and other services required or authorized to be performed by the Master Association.

O. "Institutional Lender" or "Institutional Mortgagee" shall mean and refer to the holder of a mortgage encumbering a Residential Lot or Family Dwelling Unit, if the owner and holder of said mortgage is a bank, builder, developer, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage broker, mortgage banker,

private mortgage insurance company, and the United States Veterans' Administration, United States Federal Housing Administration, or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of from whom any mortgage held by any of them originated.

P. "Master Association" or "Bexley Park Master Association or Master Homeowners' Association" or "Association" shall mean and refer to Bexley Park Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Q. "Member" shall mean and refer to all those Owners who are Members of the Master Association as provided in Article III hereof.

R. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, whether it be the Declarant, one or more persons, firms, associations, partnerships, corporations, or other legal entities, of fee simple title to any of the Property. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

S. "Property" or "Bexley Park" shall mean and include the real property subject to this Declaration as same may be amended from time to time, and at this time consists of that certain property described in Exhibit "A". In the event the Declarant decides to include additional real property, this Declaration shall be amended as hereinafter provided to include said additional property hereunder. In the event the Declarant decides to delete certain real property from Bexley Park, this Declaration shall be amended to delete said property from the provisions hereof. Furthermore, no such amendment of this Declaration may be undertaken to delete any property: (a) if said property is not owned by the Declarant at the time of said amendment, unless both the Owner of said property and the Institutional Lender holding a first mortgage thereon consent thereto, or (b) if the effect of such deletion would be to deprive any Owner, or optionee of access to or from property owned or optioned by said Owner, or optionee.

T. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

U. "Reasonable Attorneys' Fees" means and includes reasonable attorneys fees for the services of attorneys-at-law, whether or not those services were rendered in connection with judicial (at both trial and appellate levels) or administrative proceedings (both before governmental, administrative agencies and administrative bodies of Bexley Park, including but not limited to the Board of Directors of the Master Association), and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

V. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a fitness center, cabana, sports court, party pavilion, tennis courts, pool, tot lot, and also include any personal property acquired by the Master Association for use in connection with any of the foregoing, which are used by or are intended by the Master Association for recreational uses.

W. "Residential" shall mean and refer to the intended use of a portion of the Property as a Family Dwelling Unit.

X. "Residential Lot" shall mean and refer to any unimproved parcel of land located within the Property which is intended for use as a site for a Family Dwelling Unit.

Y. "Supplemental Declaration" shall mean any declaration of covenants, conditions, and restrictions, declaration of condominium, declaration of cooperative plan, or any similar instrument other than this Declaration which either (1) has the effect of adding of deleting property to Bexley Park pursuant to the provisions of Article II hereof, or (2) any such declaration affecting all of the Property.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall initially be held, transferred, sold, conveyed, given, donated, and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. Because it is customary for developers to change the Development Plans during the course of development, and although the Declarant intends to develop Bexley Park in accordance with the Development Plan, the Declarant hereby reserves the right to review, modify, or amend the Development Plan from time to time in its sole discretion and at its option, including but not limited to adding or deleting real property, increasing or decreasing density, relocating, and reducing or increasing lakes and open or green areas; provided, however, that any such changes may only involve property then owned by the Declarant unless the Owner thereof consents to such change. The Declarant shall not be required to follow any predetermined order of improvement and development within Bexley Park; and it may bring within this Declaration lands and develop them before completing the development of Bexley Park. The Declarant shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the various types of memberships of the Master Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Declarant shall have the right, so long as there is a Class B Membership, without any consent of the Master Association being required, to subject to this Declaration, additional properties as future phases of Bexley Park. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Palm Beach County, Florida, a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the additional property. Any such modification shall have no effect on the real property described in Exhibit "A" except as may be consistent with this Declaration.

B. Other Additions. Upon approval in writing of the Declarant while there is a Class B Membership, or the Master Association thereafter, and subject to all applicable zoning codes, the owner of any other real property who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions, and Restrictions with respect to such additional property, which Supplemental Declaration, if duly executed by both said owner and the Declarant, or the Master Association if the Declarant's approval is not required by

this paragraph, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions, and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, or the Master Association, if the Declarant's consent is not required by this paragraph, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described on Exhibit "A" except as may be consistent with this Declaration.

C. Mergers. Upon a merger or consolidation of the Master Association with another association (which merger may only take place as permitted by the articles of incorporation and by-laws of both associations), the Master Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Master Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

D. Additional Property. No additional property shall be added to Bexley Park pursuant to the provisions of this Section 2 unless the property to be added is included in a plat or amended plat recorded in the Public Records in connection with the addition of such additional property.

Section 3. Deletion of Property. Property may be deleted from the operation of this Declaration by amendment hereof pursuant to the provisions of Article XIV, Section 15 subject to the provisions hereof.

Section 4. Lakes. It is customary for developers to modify land use plans for planned unit developments during the course of development, and the Declarant reserves the right to amend or modify its Development Plan. Pending final development of Bexley Park, the Declarant reserves the right to expand and contract the shorelines of any lakes owned by the Declarant and thereby to modify the boundaries of same; provided that no such modification shall take place with respect to any shoreline of property owned by a person other than the Declarant without the consent of such owner. Accordingly, the exact location of any boundary between lakes and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes. Unless specifically provided in the deed from the Declarant or in any declaration of covenants, conditions, and restrictions or similar instrument recorded by the Declarant or approved by the Declarant, no conveyance of the property abutting any lake or canal shall include any rights with regard to said lake or canal, and without limiting the generality of the foregoing, no such conveyance shall include title to land outside the legal description contained on the deed.

Section 5. Property Lines. The fee simple title to any parcel of land described as bounded by any street, land, walkway, park, playground, lake, pool, canal, greenbelt, or any other Common Area which has not been dedicated or accepted by the public and the fee simple title to any parcel of land shown on any plat recorded or to be recorded as to any of the Property as abutting upon any such Common Area shall not extend upon such Common Area and the title to and use of such Common Area is reserved to the Declarant to be conveyed or dedicated as provided elsewhere in this Declaration.

Section 6. Surface Water Management. It is acknowledged the surface water management, drainage and storage system for the Property is one integrated system, and accordingly shall be deemed a Common Area, and an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the surface water management, drainage and storage system for the Property, provided however that such easement shall be subject to

improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The surface water management system may also include additional property which will become part of the Property pursuant to the provision of Article II, Section 2. If pursuant to the permitting requirements of any governmental authority the surface water management system for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the surface water management system for the Property. The surface water management, drainage, and storage system of the Property shall be developed, operated, and maintained in conformance with the requirements of, and any permits or approvals issued by the South Florida Water Management District and any other controlling governmental authority. Except as hereafter provided, the Master Association shall maintain as a regular expense the entire surface water management, drainage, and storage system for the Property, including but not limited to all lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, and related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Master Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Master Association will have the right, but not the obligation, to maintain any portion of the surface water management, drainage, and storage system for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Master Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the surface water management, drainage, and storage system serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Master Association will have the right, but not the obligation, to maintain any portion of the surface water management system for such other property reasonably required in connection with the maintenance or operation of the surface water management system for the Property.

ARTICLE III

MASTER ASSOCIATION

Section 1. Membership. Every Owner, including the Declarant, shall be a Member of the Master Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Master Association, acknowledges the authority of the Master Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association. In addition to the foregoing, the family, guests, invitees, licensees, and tenants of said Owners shall, while in or on the Property, abide by and be bound by the provisions of this Declaration, any Supplemental Declaration, the Articles of Incorporation, the By-Laws, and other rules and regulations of the Master Association.

Section 2. Types of Membership. Membership in the Master Association shall consist of the following two classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners of any Lot, Unit, Tract, or Site or Undivided Land.

Class "B" - The Declarant shall be the only Class "B" Member, for so long as 90% of the Units to be conveyed and constructed under the Development Plan for the Property have not been conveyed to Members other than Declarant, or until December 31, 2012 or until the Class "B" Member voluntarily converts its membership to Class "A" status, whichever comes first. Class "B" membership shall be held by the

successors or assignee of the Declarant, whose property was acquired by such successor or assignee, provided that (1) such successor or assignee acquires the ownership of the balance of the property then owned by the Declarant from whom such successor or assignee acquired such ownership, and (2) such successor or assignee holds such properties for sale, development, or improvement.

Section 3. Change of Membership. Change of membership in the Master Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to any Residential Lot or Family-Dwelling Unit. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Master Association, and the membership of the prior owner shall be terminated. The interest, if any, of a Member in the funds and assets of the Master Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Master Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Class "A" Member shall have one vote for each Unit owned by said Member.

B. Each Class "B" Member shall be entitled to cast three votes for each Family Dwelling Unit projected by the Development Plan for any of the Property owned by its from time to time.

C. Members who hold more than one membership of a particular class or memberships in more than one class, when entitled to vote their memberships, may cast as many votes as memberships held by them, and holding memberships of one class shall not affect the exercise of a Member's voting rights pertaining to any other class.

D. When any property entitling the Owner to membership in the Master Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Master Association, such Owner shall select one official representative to qualify for voting in the Master Association and shall notify the Secretary of the Master Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of that property. If no notification of a representative is made as provided in this paragraph, any one of the several Owners of the same property in attendance at any meeting may vote, but if more than one of the Owners of said property are in attendance, no vote may be cast on behalf of said property unless all of its Owners in attendance agree upon said vote.

E. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Master Association which has a material adverse impact upon the Development Plan or commercial activities within the Property shall require approval by the Declarant while the Declarant or its successor or assigns is a Class "B" Member

as provided in Article III, Section 2. The Declarant, in its reasonable discretion, shall determine whether any proposed action by the Master Association will have a material adverse impact.

Section 5. Board of Directors. The Master Association shall be governed by a Board of Directors as provided in the Articles of Incorporation and By-Laws of the Master Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Master Association shall be as is provided in the Articles and By-Laws of the Master Association except as is otherwise specifically provided in this Declaration.

Section 7. Voting by Class "B" Member. Each Class "B" Member shall vote all of its votes directly and not through any Voting Representative. Any officer of the Class "B" Member present at any meeting shall be entitled to cast said Member's votes.

Section 8. Changes in Voting Strength. Changes may occur from time to time in the number of Members and the number of Members who are to become members of a particular because of:

A. Changes in the Development Plan;

B. Changes in the number of existing Units or Units to be constructed in any area of the Property, as provided in Section 15 of Article XiV;

C. Amendments of this Declaration.

Such changes may result in changes in the number of total votes which may be cast at membership meetings and the number of votes which may be cast by particular Voting Representatives. No such changes, assuming that they are otherwise properly authorized by changes in the Development Plan, this Declaration, any Supplemental Declaration, or as set forth in Section 15 of Article XIV, shall be subject to objection or question by any Member, notwithstanding the fact that any such Member's relative voting strength may be affected thereby.

ARTICLE IV

FUNCTIONS OF MASTER ASSOCIATION

Section 1. Required Services. The Master Association shall as required provide the following services:

A. Clean-Up, landscaping, landscaping maintenance, improvement maintenance, and repairs of and to:

1. All signage (including lighting thereof and supplying electricity for this purpose) of Bexley Park located at the entrance or entrances of Bexley Park from public streets outside of Bexley Park including but not limited to maintenance and repair of any signs, planted boxes, and landscaping ancillary thereto constructed by the Declarant.

2. The main roads which the Declarant has projected in the Development Plan for Bexley Park,. In the event any of the roads covered by this subparagraph have been or become dedicated to the public, the provisions of this subparagraph shall be subject to those of Paragraph D of

this Section.

3. Any Common Areas, the responsibility for maintenance of which has not been assigned by this Declaration, any Supplemental, or otherwise by the Declarant, to or another entity.

B. In the event the Master Association accepts the conveyance of any Recreational Facilities as hereinafter provided, the Master Association shall operate and maintain the said Recreational Facilities and perform any necessary repairs thereon.

C. Cleanup, landscaping, landscaping maintenance and other maintenance of all city, county or municipal property which are located within or in a reasonable proximity to the Property, to the extent permitted by the city, county, or municipal entity/owner, and to the extent that their deterioration would adversely affect the appearance of the Property as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Master Association. The Master Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed other first-class developments similar to Bexley Park. The Declarant shall, in its reasonable discretion, determine whether such standards adopted by the Master Association meet the requirements herein.

D. Cleanup, landscaping, landscaping maintenance and maintenance of any real property located within Bexley Park upon which the Master Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Master Association executed and delivered by the Owner of said property to the Master Association.

E. Maintain, own and operate the Surface Water Management System described in South Florida Water Management District Application or Permit Number _____.

F. Maintain and operate any conservation easements and any signage required by South Florida Water Management District Permit Number _____ over the Conservation Areas.

G. Maintain the wetland mitigation and/or monitoring required by the maintenance and monitoring plan approved by the South Florida Water Management District (which responsibility shall include meeting all conditions associated with said wetland mitigation, maintenance and monitoring) more particularly described in the attached Exhibit "G" as said may be amended from time to time.

H. Taking any and all actions necessary to enforce all covenants, conditions, and restrictions affecting the Property including enforcement actions against Residential Lot Owners and Members to enforce the Conservation Easements and the South Florida Water Management District Permit attached hereto as Exhibit "F".

I. To conduct business of the Master Association, including but not limited to administrative services such as legal, accounting, and financial, and communication services informing Members of activities, notices of meetings, and other important events.

J. To purchase general liability and hazard insurance covering improvements and activities on those portions of the Property subject to the maintenance obligations of the Master Association as provided in this

Section 1.

K. To establish and operate the Architectural Review Committee as hereinafter defined when the Master Association assumes this responsibility as hereinafter provided.

L. Maintenance (including supplying electricity) of the lighting of those roads and sidewalks throughout the Property subject to maintenance responsibility of the Master Association by Section 1 of this Article, in the event that the Declarant has installed lighting equipment thereat.

Section 2. Obligation of the Master Association. The Master Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. Notwithstanding anything herein to the contrary, all landscaping and other maintenance shall be maintained as originally provided by the Declarant or better.

Section 3. Mortgage and Pledge. The Board of Directors of the Master Association shall have the power and authority to mortgage the property of the Master Association and to pledge the revenues of the Master Association as security for loans made to the Master Association, which loans shall be used by the Master Association in performing its functions.

Section 4. Conveyance to Master Association. The Master Association shall be obligated to accept any and all deeds of conveyance, easements, bills of sale delivered to it by the Declarant, which deeds convey title to Common Areas, roadways, or other rights of way, or Recreational Facilities.

ARTICLE V

MANAGEMENT AGREEMENTS

The Board of Directors of the Master Association shall have, upon the transfer of control of the Master Association from the Declarant, the power to terminate any management agreement entered into by the Master Association prior to said transfer of control upon 90 days notice to the management firm, and the provisions of this sentence shall be deemed an implied term in any management agreement of the Master Association prior to such transfer of control.

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements.

A. The Declarant hereby grants to the Owner of each Residential Lot or Unit, his guests, lessees, licensees, and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Master Association and the Rules and Regulations promulgated by the Master Association and all Supplemental Declarations that may hereafter be recorded in the Public Records of Palm Beach County, Florida, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all roadways and other rights of way, such use and enjoyment to be shared in common with the other Owners of any of the Property, their guests, lessess, licensees, and invitees as well as guests, lessees, and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Property for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable telephone service, electronic security systems cable television and broadband communications and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of any of the Property and servicing the Common Area, all such easements to be of a size, width and location as the Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 3. Declarant's Easement. The Declarant hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Area, Recreational Facilities (if any), roadways, lakes, canals, and other rights-of-way, for ingress and egress as required to its officers, directors, employees, agents, independent contractors, licensees and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices. Notwithstanding anything herein to the contrary, the Declarant further reserves unto itself, its successors and assigns, the exclusive right to operate in Bexley Park a cable television systems and electronic security system ("Cable Right"), including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the designated easement areas of the Property for the purpose of maintaining, installing, repairing, altering and operating said cable television service and electronic security system.

Section 4. Service Easement. The Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television, and other utilities authorized by the Declarant, its successors or assigns, to service the Property, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area, Recreational Facilities (if any), roadways, and other rights of way for the purposes of performing their authorized services and investigations. The provisions of this section shall be limited to the roadways and other rights of way, both public and private, show on the plat of any area of Bexley Park which has been or shall be platted.

Section 5. Zero Lot Line Development. In the event that any property covered by this Declaration is zoned to permit construction on a "zero lot line" basis, and if and only if the Architectural Review Committee approves construction on said basis upon any property covered by this Declaration, each Owner of property upon which "zero lot line" construction has occurred shall have an easement over such adjacent properties as may reasonably be required for the proper maintenance of his property.

Section 6. Signage Easements. The Declarant hereby reserves to itself, its successors and assigns, and to the Master Association, a perpetual easement, privilege and right in and over, under, on and across a portion of the Common Area and all other Common Areas running adjacent to the perimeters of Bexley Park necessary for the purpose of erecting, maintaining, and repairing signage for Bexley Park, provided that such easement shall not extend into any area covered by any interior plat to be recorded by a Developer with respect to any of the Property. The term "signage" as used in this section shall include but not be limited to signs, planter boxes, landscaping, fountains, and waterfalls.

Section 7. Garage and Access Easement. Garage Unit Lots have garages constructed on the ground level of the Units.. Access for ingress and egress to and from certain Lots within Bexley Park Manor is provided by a driveway, pedestrian access over and across Common Area owned by the Master Association, and the Garage Easements. The purposes of the driveway, pedestrian access, and Garage Easements shall be to provide the Lots other than the Garage Unit Lots in Bexley Park

Manor, each with its own garage which shall be constructed on the ground level of the Garage Unit Lots, connected by a driveway to and from the street ("Association Tract"), adjoining the Garage Unit Lots, and to and from its main entry. The diagram attached as Exhibit "H" hereto is a typical representation of the driveway and pedestrian access easements over and across the corner property and Garage Easement upon Garage Unit Lots. The respective driveway and pedestrian access and Garage Easements for Garage Unit Lots shall be limited to those portions of Garage Unit Lots and the Common Area upon which a garage, driveway, and sidewalks are initially constructed to serve each of those Lots. The Garage Easements shall extend to the interior surfaces of the walls and ceilings for purposes of affixing shelves, cabinets, and garage door openers.

The easements shall not apply to the garage constructed on the Garage Unit Lot for the benefit of said Garage Unit Lot, or to any other portion of the Family Dwelling Unit constructed thereon, including, but not limited to, any portion of the Family Dwelling Unit constructed as a second story Unit over and above the driveway. A non-exclusive two foot wide pedestrian easement is designated over the Common Areas and the street to the side Lots dwelling entrance of Garage Unit Lots. The easements described herein shall be exclusive easements for the benefit of the Lots described in the next paragraph, respectively of each cluster building shall run with the land, and shall be irrevocable.

The Garage Easement over the Garage Unit Lot described below shall solely be for the benefit of the Lots delineated next to the Garage Unit Lot below:

Lot 1, Block 3 - Lots 2 and 3, Block 3;
Lot 1, Block 4 - Lots 2 and 3, Block 4
Lot 1, Block 5 - Lots 2 and 3, Block 5;
Lot 1, Block 6 - Lots 2 and 3, Block 6;
Lot 1, Block 7 - Lots 2 and 3, Block 7;
Lot 1, Block 8 - Lots 2 and 3, Block 8;
Lot 1, Block 9 - Lots 2 and 3, Block 9;
Lot 1, Block 10 - Lots 2 and 3, Block 10;
Lot 1, Block 11 - Lots 2 and 3, Block 11;
Lot 1, Block 12 - Lots 2 and 3, Block 12;
Lot 1, Block 13 - Lots 2 and 3, Block 13;
Lot 1, Block 14 - Lots 2 and 3, Block 14;
Lot 1, Block 15 - Lots 2 and 3, Block 15;
Lot 1, Block 16 - Lots 2 and 3, Block 16;
Lot 1, Block 17 - Lots 2 and 3, Block 17;
Lot 1, Block 18 - Lots 2 and 3, Block 18;
Lot 1, Block 19 - Lots 2 and 3, Block 19;
Lot 1, Block 20 - Lots 2 and 3, Block 20;
Lot 1, Block 21 - Lots 2 and 3, Block 21;
Lot 1, Block 22 - Lots 2 and 3, Block 22;
Lot 1, Block 23 - Lots 2 and 3, Block 23;
Lot 1, Block 24 - Lots 2 and 3, Block 24;
Lot 1, Block 25 - Lots 2 and 3, Block 25;
Lot 1, Block 26 - Lots 2 and 3, Block 26;
Lot 1, Block 27 - Lots 2 and 3, Block 27;
Lot 1, Block 28 - Lots 2 and 3, Block 28;
Lot 1, Block 29 - Lots 2 and 3, Block 29;

All within Bexley Park Manor.

The Owner of a non Garage Unit Lot to whom the Garage Easement has been granted shall be responsible for the maintenance and repair of that portion of the Garage Element of the Garage Unit Lot over which the Garage Easement serving the non Garage Unit Lot has been granted. Additionally, as it is the intent of this Declaration in creating the Garage Easement for the Owner of a non Garage Unit Lot to have use of a garage, the Owner of the non Garage Unit Lot shall also be responsible

for the real estate taxes and Master Association assessments for that portion of the Garage Element of the Garage Unit Lot over which the Garage Easement serving the non Garage Unit Lot has been granted.

Each Owner of a Garage Unit Lot shall have an easement over the walls and ceiling of the Family Dwelling Unit which borders such Garage Unit Lot for the purpose of attaching fixtures, shelves, cabinets and garage door openers to the walls and ceilings thereof and for the purpose of maintaining the electrical and utility lines servicing such fixtures or other items.

THE OWNER OF THE GARAGE UNIT LOT AND THE DECLARANT SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE TO PERSON OR PROPERTY OVER THE GARAGE EASEMENT ON THE GARAGE UNIT LOT AND ANYONE USING THE GARAGE EASEMENT WILL HAVE NO CLAIM AGAINST THE GARAGE UNIT LOT OWNER AND/OR DECLARANT FOR ANY DAMAGE TO PERSON OR PROPERTY SUFFERED IN AND ON THE GARAGE EASEMENT PROPERTY.

Section 8. Easements for Repair. To the extent necessary, each Owner shall have an easement over the adjacent Family Dwelling Unit and over the Common Area to maintain such Owner's Family Dwelling Unit and to make necessary repairs to the Owner's Family Dwelling Unit. Such easement shall not exceed an area extending five (5) feet over the other Family Dwelling Unit or Common Area. Any such right of access shall be exercised in a reasonable manner only and, except for emergency repairs, any Owner shall give at least twenty-four (24) hours prior notice to the other party over whose Family Dwelling Unit the easement is being exercised and shall, to the extent practicable, not interfere with, restrict, disturb or hinder the full enjoyment by such Owner of his or her Family Dwelling Unit. Any Owner exercising the easement rights herein granted shall repair, at such Owner's sole cost and expense, any damage caused by such Owner as a result of such entry.

Section 9. Association Easement. The Master Association shall have an easement over the exterior of the Family Dwelling Unit to the extent necessary for the Master Association to perform its maintenance obligations under this Declaration, including, without limitation an easement over the Residential Lot to the extent necessary to perform its maintenance and repair obligations provided for in this Declaration.

Section 10. Extent of Easements. The rights and enjoyment of the easements created hereby shall be subject to the following:

A. The right of the Declarant or the Master Association, in accordance with its By-Laws, to borrow money from the Declarant or any other lender for the purpose of improving and/or maintaining the Common Area, and providing services authorized herein and, in aid thereof, to mortgage said properties.

B. The right of the Master Association, subject to the notice provisions of its By-Laws, to suspend the rights and enjoyment of said easements of any Member or any tenant, guest, licensee or invitee of any Member for any period during which any assessment remains unpaid, and for any period, not to exceed sixty (60) days, for an infraction of its published Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Master Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; provided, however, that the Master Association shall not suspend the right to use any roads belonging to the Master Association, subject, however, to the Rules and Regulations of the Master Association for such use, and provided further that the Master Association may not suspend any rights and easements reserved herein to the Declarant. All suspensions of rights hereunder shall be performed by the Master Association in accordance with its By-Laws;

C. The rights of the Master Association to charge reasonable membership, admission, and other fees for the use of the Recreational Facilities, if any are constructed.

D. The Board of Directors of the Master Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Master Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, maximum weight restrictions, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles on the use of such roads shall be more restrictive than the laws of the state or any local government having jurisdiction over the Property shall not make such restrictions unreasonable. The right of ingress and egress through such roadways shall not be impaired.

E. The right of the Master Association to give, dedicate or sell all or any part of the Common Area, roadways, or other rights of way to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Master Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast by the Voting Members and the Declarant at a duly called meeting of the Members of the Master Association, and unless written notice of the meeting and of the proposed action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Master Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the said property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

F. Such reasonable Rules and Regulations for the use and enjoyment of the rights granted by the easements as may be promulgated by the Master Association from time to time.

Section 9. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Property. The Master Association shall be allowed to drain water out of the lakes and over drainage easements. Any permanent device through which water is drawn from any lake, canal, or other body of water onto or within any of the Property shall be subject to the prior written approval of the Architectural Review Committee as hereinafter established.

Section 10. Conservation Easements. The Declarant reserves to the Master Association, its successors and/or assigns and the South Florida Water Management District a perpetual maintenance easement over the Conservation Areas as provided for in the South Florida Water Management District Permit attached hereto as Exhibit "F".

Section 11. Lake Maintenance Easement. The Declarant reserves to the Master Association, its successors and/or assigns and the South Florida Water Management District a perpetual maintenance easement for maintenance of the lakes as shown on the plat(s) of the Property. The lake maintenance easement are for the sole purpose of maintaining the lakes and are not to be used for any other purpose.

ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant covenants, and each Owner of any Family Dwelling Unit shall by acceptance of a deed therefore, regardless of whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association: (1) annual assessments, (2) special assessments, and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The assessments will not be the same for all of the Property and will be different depending on whether the Unit is located in Bexley Park Estates, Bexley Park Manor or Bexley Park Townhomes. Said assessments will only be required of an Owner including Declarant of a Family Dwelling Unit after a Certificate of Occupancy or its equivalent has been issued by the applicable governmental authority having jurisdiction thereof. No assessments will be due until such time as the Certificate of Occupancy has been issued. The annual, special and individual assessments, together with such interest thereon and costs of collection (including Reasonable Attorneys' Fees) therefore shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection (including reasonably Attorneys' Fees), shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessments first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or any Recreational Facility, or by the abandonment of the property against which the assessment was made. In the case of co-ownership of any Property subject to assessment, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Master Association shall be used exclusively for the improvement, maintenance, enhancement, and operation of the property described in Article IV, Section 1 and to provide services which the Master Association is authorized or required to provide. The Master Association may establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. The amount of annual assessment will vary as to the type of Family Dwelling Unit on a Residential Lot as determined by the Board of Directors of the Master Association.

Section 3. Initial Period. There shall be no annual or special assessments prior to August 31, 2004, or until a date determined by the Board of Directors, whichever is later. The Board of Directors shall give notice of the initial budget and commencement of assessments at least 30 days before the first monthly installment becomes due.

After the date established in the immediately preceding sentence, annual assessments shall be levied and determined in accordance with Sections 4 and 5 of this Article VII.

Section 4. Annual Budget of General Expenses. The Master Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year. Recreational Expenses may only be included in the budget to the extent they relate to Recreational Facilities owned and/or leased by the Master Association and open to all Owners. No Recreational Expenses relating to any Recreational Facility operated on a Membership Basis shall be contained in the budget; provided, however, that nothing contained herein shall prohibit the Master Association from charging a reasonable fee for the use of any Recreational Facility or from permitting the general public to use same upon payment of such a fee if it is deemed in the best interest of Bexley Park. The Master Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner. In the

event the Master Association fails to prepare an annual budget, the annual budget for the preceding year shall be the budget for the Master Association until a new annual budget is prepared by the Master Association. Additionally, if the Master Association determines that the then existing annual budget does not correctly incorporate the expenditures for services set forth in Section 2, then the Master Association shall have the right to prepare a new annual budget together with a schedule setting forth the amount of annual assessments for each Owner.

Section 5. Date of Commencement of Annual Assessments. Due Dates. The annual assessments provided for herein shall commence as to a Residential Lot on the first day of the month following the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Family Dwelling Unit constructed on a Residential Lot; or b) the occupancy by an Owner of a Family Dwelling Unit on a Residential Lot; or c) the conveyance by the Declarant of a Residential Lot; provided, however, that notwithstanding anything to the contrary contained above, the Owner of a Residential Lot shall pay 1/50th of the annual assessment as to a Residential Lot until a Certificate of Occupancy is issued for the Family Dwelling Unit constructed on the Residential Lot or until the Family Dwelling Unit is occupied by an Owner, whichever first occurs. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

Section 6. Purpose of Special Assessments. To the extent that annual assessments are insufficient to fund the services which the Master Association is authorized or required to provide or to repair or reconstruct Common Area or as is otherwise permitted in this Declaration, the Master Association may levy a special assessment to cover the cost thereof.

Section 7. Proportion and Amount of Special Assessments. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss. This provision shall be interpreted to mean that the Master Association may make in any one year an annual assessment as set forth in Section 5 of this Article plus an additional special assessment, which additional assessment being considered alone, may not exceed the annual assessment.

Section 8. Individual Assessments. Each Owner of a Family Dwelling Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions and Supplement Declarations to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Master Association, after first given thirty (30) days notice to such Owners and an opportunity to appear before the Board of Directors of the Master Association, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owner's Property for such purpose shall not constitute trespass. Assessments may also be levied against such Owners for any damage to Common Area, or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 9. Monthly Payment of Annual Assessments. Annual assessments shall be paid in advance in monthly installments due on the first day of each calendar month or as otherwise established by the Master Association commencing with the date stated in Section 3 of this Article, and shall be deemed delinquent if not received by the Master Association on or before the tenth date after they become due. The due date and grace period of any special assessment under Section 6 hereof shall be fixed in the resolution authorizing such assessment.

Section 10. Duties of the Board of Directors. The Board of Directors of the Master Association shall prepare an annual budget and fix the amount of the assessment against each of the properties as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties, and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent every Owner. The Master Association shall upon demand at any time furnish to any or Owner who pays assessments directly a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. The Master Association may charge a reasonable fee for this certificate.

Section 11. Establishment of Liens to Secure Payment. All assessments and charges levied by the Master Association in accordance with the provisions in accordance with the provisions of this Declaration, together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to costs and reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the Residential Lot and Unit against which each such assessment or charge is made, and shall also be the personal obligation of the Owner of each Residential Lot and Unit assessed. This lien is superior to any Homestead rights the Owner may acquire. No Owner may be exempt from personal liability for assessments and charges, or release any Residential Lot from the liens and charges hereof, by a waiver of use rights, or by abandoning the Residential Lot. The Master Association's lien is activated by recording a Claim of Lien by the Master Association in the public records of Palm Beach County, setting forth the amount and due date of each unpaid assessment or charge as of the date the Claim of Lien is recorded. The Claim of Lien secures payment of all assessments and charges due at the time of recording (including interest, costs and attorney's fees as provided above), as well as all assessments and charges coming due subsequently, until the lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by a Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

Section 12. Priority of Liens. Except as otherwise provided by law, the Master Association's lien for unpaid assessments and charges shall be subordinate and inferior to that of any recorded mortgage held by a Institutional Mortgagee, unless the Master Association's Claim of Lien was recorded before the mortgage. The Master Association's lien is superior to, and takes priority over, any other mortgage regardless of when recorded. A lease of a Living Unit is also subordinate and inferior to any Claim of Lien of the Master Association, regardless of when the lease was executed. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under any of them, shall hold title subject to the liability and lien of any assessment or charge coming due after taking title. Any unpaid assessment or charge which cannot be collected by reason of this Section, shall be treated as a common expense, collectible from all Residential Lots, including the Residential Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 13. Collection of Assessments. If any owner fails to pay any assessment, charge, or installment thereof, within ten (10) days after the due date, the Master Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

A. To accelerate the balance of the annual assessment due and charge interest on such assessment or charge, from the due date until paid, at the highest rate allowed by law; and, in addition, to impose a late payment penalty which may not exceed any maximum amount as may be provided for by law.

B. To suspend the voting rights of the owner in the Master Association during the period of delinquency.

C. To file an action in equity to foreclose its lien. Unless another procedure is required by law, the lien may be foreclosed by an action brought by the Master Association in the same manner as-provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of liens on condominium parcels for unpaid condominium assessments.

D. To bring an action at law for a money judgment against the owner without waiving any foreclosure rights of the Master Association.

E. To assign the right to assessment to a person or entity for collection. In any civil action brought hereunder, the Master Association shall be entitled to judgment for interests, costs and reasonable attorneys fees if it is the prevailing party.

Section 14. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefore:

A. Any portion of the Property used exclusively for the purpose of utility easements or dedicated public roadways; and

B. All Common Area.

Section 15. Capital Contributions. At the time of the closing of a Family Dwelling Unit pursuant to an original sale by the Declarant, each purchaser shall pay to the Declarant on behalf of the Master Association a sum equal to the aggregate of Two Hundred Fifty and No/100 ($250.00) Dollars as the amount of working capital contribution. These monies (hereinafter called "**Capital Contribution**" shall be the Master Association's property, and shall be held by the Master Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments.

Section 16. Surface Water Management System. The Master Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the surface water management system. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 17. Conservation Areas. The Master Association is responsible for assessing and collecting fees for the perpetual maintenance of the Conservation Areas. Fees shall be assessed and collected through annual assessments or other assessment, if necessary.

Section 18. Declarant's Guarantee of Deficit. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is the owner of any Lot and there is a Class B Membership, the Declarant shall not be liable for assessment against such Residential Lot, provided that the Declarant funds any deficit in operating expenses, exclusive of reserves, cost of capital improvements and non-budgeted repairs or replacement and management fees (if the Declarant is entitled to same). For the purposes hereof, a deficit shall be computed by subtraction from said expenses (exclusive of the items described in the foregoing sentence) all assessments, contributions and other sums received or receivable by the Master Association. The Declarant may commence such assessments to Residential Lot(s) that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Master Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Residential Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Master Association for the payment of assessments or deficits other than those that arose to prior to such time.

ARTICLE VIII

ARCHITECTURAL AND DEVELOPMENT CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initially, the ARC shall consist of three (3) persons designated by the Declarant, who shall hold office at the pleasure of the Declarant. The Declarant shall determine which member of the ARC shall serve as its chairman. At such time as the Class B Membership ends or earlier as Declarant may decide, the Declarant shall assign to the Master Association the rights, powers and duties and obligations of the ARC, whereupon the Board of Directors of the Master Association shall appoint the members of the ARC which shall consist of three (3) members, and shall provide for the terms of the members of the ARC, and determine which member of the ARC shall serve as its chairman.

B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvements or development of individual units or buildings as well as the general plan for development of any individual lot subdivision, tract or parcel of land within Bexley Park provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent then standards prescribed in applicable building, zoning or other local governmental codes.

C. No building, sign, outside lighting, fence, hedge, wall, walk, dock, or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer, or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically exempted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within forty-five (45) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required, and the Owner or the Owner's agent or attorney may record an affidavit in the Public Records stating that the required notice was given and no objection was made by the ARC, which affidavit shall constitute prima facie evidence of the facts stated therein; provided, however, that no building or other structure shall be erected or shall be allowed to remain if built in violation of this Declaration of which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

H. There is specifically reserved unto the ARC, the right of entry and inspection upon any of the Property for the purpose of determination by the ARC whether there exists any construction of any improvements which violates the terms of any approval by the ARC or the terms of this Declaration, of any Supplemental Declaration, or of any other covenants, conditions, and restrictions to which its deed or other instrument of conveyance makes reference. Such inspection shall be preceded by reasonable notice to the Owner of the property to be inspected, except for inspections of exterior of improvements and of unenclosed land. The ARC is specifically empowered, acting in the name of the Master Association, to enforce the provisions of this Declaration and all Supplement Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the Master Association shall be entitled to recovery of all court costs, expenses and reasonable attorneys' fees in connection therewith. The Master Association shall indemnify and hold harmless the ARC and each of its members from all costs, expenses and liabilities including attorneys' fees incurred by virtue of any member of the ARC's service as a member of the ARC. All costs, expenses, and attorneys' fees of the ARC, including those incurred in connection with its enforcement or powers as provided herein, shall be borne by the Master Association; provided, however, that nothing provided herein shall be deemed to negate the Master Association's right to an award of its and the ARC's reasonable attorneys' fees and costs if it is the prevailing party in any administration or judicial proceeding.

I. The ARC is empowered to publish or modify from time to time, design and development standards for Bexley Park.

J. Wherever the written consent of the ARC shall be required, the chairman of the ARC shall be authorized to execute and acknowledge instruments manifesting said consent, after approval by the ARC.

K. A specific improvement, once approved by the Declarant or the ARC, may remain in place notwithstanding the adoption of contrary standards later.

Section 2. Approval of Supplemental Declarations. No Supplement Declaration may be recorded in the Public Records of Palm Beach County by any person, nor shall same have any legal or equitable affect or validity, unless it has been approved as provided in this section. Such approval shall be evidenced by the affixing of a certificate of approval as provided below to the Supplemental Declaration and the recording of said certificate with the Supplement Declaration in the Public Records of Palm Beach County.

A. The right of approval provided in this section shall be held by the Declarant for as long as there is a Class B Membership or until the Declarant surrenders its right of approval to the Master Association.

Thereafter, the Master Association, acting by and through the ARC, shall hold the said right of approval.

B. No person shall attempt to avoid the requirement of approval set forth in this section by including "deed restrictions" or conditions in any deed or instrument of conveyance of the Property and all such attempted restrictions and conditions, unless approved as herein provided, are hereby declared null and void.

C. The purpose of the provisions of this Section is to ensure that the Property is developed through a uniform plan of development. The provisions of this Section shall apply to all persons owning any of the Property, including but not limited to developers and builders acquiring title from the Declarant.

D. Any Supplemental Declaration executed by the Declarant shall be deemed approved as provided herein without the necessity of any separate certificate of approval.

E. The issuance of its approval or consent to the recording of any Supplemental Declaration shall not deem the Declarant, the ARC or the Master Association to be the developer of the property encumbered thereby, and the Declarant, ARC and the Master Association shall incur no liability to any person for their issuance of, withholding of approval or consent to the recording of any Supplement Declaration.

Section 3. City of Delray Beach Approval. Notwithstanding any term or condition contained in this Declaration to the contrary, Declarant ratifies and confirms that its architectural design of the Units to be constructed on the Property by Declarant and any modification of the architectural design of said Units to be constructed by Declarant is subject to approval by the City of Delray Beach, which City of Delray Beach approval terminates when the last Unit constructed by Declarant is completed as evidenced by a Certificate of Occupancy or Completion issued by the applicable governmental authority.

ARTICLE IX

USE RESTRICTIONS

Section 1. No Residential Lot shall be used except for residential purposes. No building shall be erected altered, placed or permitted to remain on any Lot other than a Family Dwelling Unit.

Section 2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Residential Lot at any time as a residence of appendage to such residence, either temporary or permanent.

Section 3. No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Property, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Master Association's reasonable discretion.

Section 4. No livestock or poultry shall be kept, maintained, or bred in any Family Dwelling Unit or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Family Dwelling Unit and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Project which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be maintained in the Project, provided such animals are not kept, bred or raised for

commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Project shall be absolutely liable to other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property by such person or by members of his or her family, his or her guests or invitees and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Project or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. The Master Association shall have the right to promulgate Rules and Regulations relating to animals, and the right to restrict, under such Rules and Regulations any animals determined by the Board to constitute a nuisance.

Section 5. During the time period Declarant owns any lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 3" X 5" and placed in one ground floor window or one, second story window advertising that property is for sale or rent and except signs used by the Declarant to advertise the Property during the construction and sale of Family Dwelling Units. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18" x24" to advertise that the property is for sale or rent which sign is to be placed on one floor window or one second story window.

Section 6. No Residential Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Residential Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in a sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with Metropolitan Palm Beach County Code.

Section 7. No garments, rugs or any other materials may by hung, exposed or dusted from the windows or from the front facade of any Family Dwelling Units. No clothes drying or storing of any items may be permitted on any balconies of any Family Dwelling Units. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any Family Dwelling Units.

Section 8. There shall be no parking on any portion of any sidewalk, grass or street within the Property. Additionally, within Bexley Park Manor and Bexley Park Townhomes any parking on permitted Common Area, shall be guest parking only and Lot Owner Parking any vehicle in Bexley Park Manor and Bexley Park Townhomes will be subject to having said vehicle towed. There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Master Association during normal working hours or for work performed for the Declarant or the Master Association which are necessary in the development, maintenance or management of the Master Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. The Board of Directors of the Master Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section.

Section 9. No septic tanks or individual wells will be permitted on any Residential Lot.

Section 10. No garage may be improved for purposes of making same a living

area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Master Association).

Section 11. No external window covering, reflective or other covering may be placed or permitted to remain on any window of any building (either interior or exterior) without the prior written approval of the Board of Directors of the Master Association.

Section 12. No flags or banners other than one (1) American Flag subject to approval (as to size and location) from the Board of Directors of the Master Association. Any permanent installed flag pole is also subject to approval (as to size, type and location) by the Board of Directors of the Master Association. The foregoing two (2) sentences shall not apply to the Declarant.

ARTICLE X

PROVISIONS RESPECTING TOWNHOUSES AND MANOR HOMES

Section 1. Wherever one Family Dwelling Unit which is a townhouse ("Townhouse") or a manor home ("Manor Home") is separated from another by a common wall or party-wall, the obligations of the Owners of each of the Townhouses and Manor Homes with respect to the party-wall shall be governed by this Section. The party-wall shall be the joint obligation of each of the Owners of the adjoining Townhouses and Manor Homes. Each Owner shall be responsible for the repair and maintenance of the surface portion of the party-wall which is contained within his Townhouse and Manor Home. Any repairs, maintenance and the like, including repairs or maintenance to the paint, plaster or wall-board of the surface portion of the party-wall which is contained within his Townhouse and Manor Home shall be the obligation of that Owner. The Owners shall be jointly responsible for the structure of the party-wall, i.e. repair or maintenance of concrete block or mortar. Each of the Townhouse and Manor Home Owners shall be responsible for keeping in force insurance respecting such party-wall. In the event of damage or destruction to the party-wall, it shall be repaired as the common expense of each of the Owners thereof, said expense being divided equally. There shall be no subrogation or contribution between such Townhouse and Manor Home Owners for the negligence or negligent acts of the Townhouse and Manor Home Owners where such damage is fully covered by insurance and to the extent of such insurance coverage. To the extent that it is not covered by insurance, the negligent party shall bear the cost. This Agreement shall be deemed the Party-Wall Agreement among and between each of the Owners of the Townhouses and Manor Homes, their successors and assigns.

Section 2. In order to maintain a uniform appearance and to maintain the high standards of maintenance within the community, it shall be the duty and obligation of the Master Association to undertake periodic exterior painting of all of the Townhouses and Manor Homes. The Master Association shall have the sole discretion to determine the time at which such painting shall take place, the manner and color to be used. Re-painting of any individual Townhouse or Manor Home, which is necessitated by deterioration of existing paint, shall also be the responsibility of the Master Association. However, the Master Association shall be entitled to reimbursement from the Owner of the Townhouse or Manor Home where the painting is required as a result of the deliberate or repeated acts of the Owner.

Section 3. It shall be the duty of the Master Association to maintain and cut the grass and to maintain the irrigation system located on the Townhouse and Manor Home Owner's property, the cost of such grass maintenance and irrigation on the Townhouse and Manor Home Owner's property being assumed by the Master Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Master Association. The Master Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass and

irrigation, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Master Association, the said consent being conditioned on the Master Association having free access to the property for the purpose of maintaining and cutting the grass and maintaining the irrigation. Each Lot Owner will be prohibited from reconfiguring the irrigation system, including but not limited to reconfiguring any irrigation lines, pipes or heads.

Section 4. Each Townhouse has a screen enclosure. Each Townhouse Owner shall be responsible for maintaining and repairing the screen enclosure in a clean, sanitary, neat, safe and orderly condition. Additionally, each Townhouse Owner shall be responsible for caulking and repairing and/or replacing any windows and sliding glass doors in the Owner's Townhouse. If any Townhouse Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 5. Certain Manor Homes have balconies. Each Manor Home Owner having a balcony shall be responsible for maintaining and repairing the balcony so that the balcony is in a clean, sanitary, neat, safe and orderly condition. . Additionally, each Manor Home Owner shall be responsible for caulking and repairing and/or replacing any windows and sliding glass doors in the Owner's Manor Home. If any Manor Home Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 6. It shall be the duty of the Master Association to undertake periodic repair of the surface of each drivestrip and for the repair and maintenance of roofs on Townhomes and Manor Homes, in order to maintain a uniform appearance and to maintain the high standards of maintenance within the community. The Master Association shall have the sole discretion to determine the time at which said maintenance shall take place and the manner of its completion. The Master Association shall be entitled to reimbursement from the individual Owner where the maintenance is required as a result of the deliberate or repeated negligent acts of the Owner.

ARTICLE XI

PROVISIONS RESPECTING HOMES

Section 1. House Maintenance. Each Owner of a Family Dwelling Unit which is a detached single family home ("Home") shall be responsible for maintaining and repairing the Home and all other improvements situated on his Unit in a clean, sanitary, neat, safe and orderly condition. Each Home Owner shall be responsible for the maintenance, replacement or repair of all doors, exterior walls and all other portions of his Home and shall also be responsible for caulking and to keep the paint on the exterior walls of the Home and the roof in a good state of repair. It will also be the duty of each Home Owner to maintain in good repair the driveway servicing his Home. If any Home Owner breaches these covenants, the Master Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of the Master Association to maintain and cut the grass located on the Home Owner's property, the cost of such grass maintenance on the Home Owner's property being assumed by the Master Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Home Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Master Association. The Master Association is hereby granted an easement over and across the Home Owner's Lot for the purpose of maintaining and cutting the grass, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Master Association, the said consent being conditioned on the Master Association having free access to the property for the purpose of maintaining and cutting the grass.

Section 3. Irrigation and Landscape Maintenance . It shall be the duty of the Corporation to maintain the irrigation system and landscaping within Bexley Park Estates. The cost of such and irrigation and landscaping on the Home Owner's property being assumed by the Corporation for the benefit of the entire Property as if same were Private Property, and such costs being considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Corporation. The Corporation is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining the irrigation and landscaping, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Corporation, the said consent being conditioned on the Corporation having free access to the property for the purpose of maintaining the irrigation and landscaping. Each Home Owner will be prohibited from reconfiguring the irrigation system, including but not limited to reconfiguring any irrigation lines, pipes or heads.

ARTICLE XII

INSURANCE AND CASUALTY CASES

Section 1. Insurance. The Master Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Master Association shall maintain appropriate property casualty insurance coverage in adequate amount to cover the cost of repair or replacement of all structures and items located within the Townhomes and Manor Homes for which the Master Association has maintenance and repair responsibility as set forth in Article X. If such coverage is unavailable, the Association shall notify each Owner and each Owner shall thereafter be required to purchase said coverage.

Each Owner shall maintain at all times appropriate property casualty insurance coverage on his dwelling in such amounts sufficient to cover the cost of repair or reconstruction of the dwelling in the event of casualty loss and the Master Association shall be listed as an additional insured on each policy. Each Owner will provide proof by a Certificate of Insurance to the Master Association that the Master Association is listed as an additional insured on the property casualty insurance policy.

To the extent available on commercially reasonable terms and conditions, the Board of Directors must also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents.

Premiums for all insurance on the Common Area shall be a General Expense of the Association and shall be included in the Assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount of each party's loss bears to the total.

Section 2. Damage and Destruction.

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Master Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain

reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total vote of the Master Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Master Association in a neat and attractive consistent with community-wide standards.

D. Immediately after damage or destruction by fire or other casualty to all or any part of a Family Dwelling Unit covered by insurance written in the name of an Owner, the Owner shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of the repair or reconstruction of the damaged or destroyed items, which information shall be provided to the Master Association. Each Owner must repair or reconstruct his Unit to the condition that the Unit was in prior to the casualty, unless such repair or reconstruction is impossible from an engineering standpoint. In such case, said Owner shall make such repairs or reconstruction as necessary to preserve any party walls and the integrity of the Unit and adjacent, attached, Units.

Section 3. Disbursement of Proceeds. If the damage or destruction of Common Areas for which the proceeds of the insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interest may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee and may be enforced by such Mortgagee.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors of the Master Association shall levy a special assessment to pay for repair or reconstruction of said Common Area. If the damage or destruction is to a Family Dwelling Unit for which insurance proceeds are paid to the Master Association, and such insurance proceeds are not sufficient to defray the cost thereof, then the Board of Directors of the Master Association shall levy a special assessment on the Owners of the Family Dwelling Units damaged or destroyed to pay for the cost of repair or reconstruction.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. No leases will be permitted on any Residential Unit for the first year after a Residential Unit is conveyed by the Declarant to an Owner, with the one-year time period beginning to run on the date of closing of the conveyance of the Residential Unit by Declarant to Owner. Subsequently, all leases shall be in writing, be approved by the Master Association and shall provide that the Master Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Master Association and applicable rules and regulations, if any. Leasing of Units shall also be subject to the prior written approval of the Master Association. The Master Association may require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Master Association a fee of One Hundred and No/100 ($100.00) Dollars or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than twelve (12) months. The prior written approval of the Master Association for a lease shall not apply to Units acquired by an Institutional Mortgagee who has acquired title to the Units through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Master Association for any sum which is required by the Master Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 ($1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Master Association to repay any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master Association). The number of occupants must comply with the Palm Beach County Code regarding the size of Units.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of an be enforceable by the Master Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. After said twenty-five (25) year period, said covenants shall be automatically extended for successive periods of ten (10) years unless terminated as follows:

A. Termination shall be terminated at a meeting of the Members after giving of written notice that termination will be considered to each Member at least forty-five (45) days in advance of said meeting.

B. Three-fourths (3/4) of the Members present and voting of each of the two classes of Members must vote in favor of termination.

C. Institutional Lenders having first mortgages encumbering at least three-fourths (3/4) of all properties as to which there are voting rights must consent in recordable written instruments to the termination.

In the event that the Master Association votes to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination adopted by the Master Association, the date of the meeting of the Master Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of the Master Association,

the total number of votes required to constitute a quorum at a meeting of the Master 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 and all the consents of all mortgagees shall be recorded in the Public Records of Palm Beach 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. Amendments by Members. This Declaration may be amended at any time by the Master Association provided that two-thirds (2/3) of the votes cast by the Members present at a duly called and held meeting of the Master Association vote in favor of the proposed amendment; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Master Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Master Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Master Association, the total number of votes required to constitute a quorum at a meeting of the Master Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Public Records of Palm Beach County, Florida. No such amendment shall have the effect causing the reversal of any previous approval or another decision made by the Master Association or the Declarant.

Section 3. Amendments by Declarant. The Declarant may amend this Declaration at any time that there is a Class B Membership without the consent of the Members. No such amendment shall have the effect of causing the reversal of any previous approval or another decision made by the Master Association or the Declarant. No such amendment shall impair vested, substantial rights of Owners.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Master Association is called to take action under Section 2 of this Article XIV with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty (50%) percent of the total vote of the Master Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the last known address of person or entity who appears as Owner in the Public Records of Palm Beach County, Florida, as said address appears on the records of the Master Association. Notice to one of two or more Co-Owners of a Residential Lot or Family Dwelling Unit shall constitute notice to all Co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Master Association in writing of any change of address. Any person who becomes and Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if said notice was given to his predecessor in title. In the event notice of change of ownership of the property of any Member is not furnished to the Master Association as provided in Section 3 of Article III hereof, any notice sent by the Master Association to the Owner last known to the Master Association shall be deemed proper notice under this Section. Notice of meetings, proposed assessments, and all

matters except proposed individual assessments or sanctions against particular properties or Owners shall be given only to the Voting Representatives and not to the general membership.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Master Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition, or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Master Association, any Owner, or the Declarant to enforce any covenant, condition, or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In any proceeding for the enforcement or to determine the construction of any of the provisions hereof, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees shall ever be entered against the Declarant.

Section 7. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Master Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Compliance Committee of the Master Association, as said committee is defined in the By-Laws of the Master Association, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Compliance Committee after which the Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the Compliance Committee shall be submitted to the Owner by not later than fifteen (15) days after the Compliance Committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the Compliance Committee's finding are made against the Owner) may impose special assessments against the Unit owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Fifty and No/100 ($50.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(2) Second non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 ($100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Master Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any

damages which the Master Association may otherwise be entitled to recover by law from such Owner.

Section 8. Severability. Should any covenant, condition or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way effect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 9. Interpretation. The provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 10. Termination of Declaration. Should this Declaration be terminated as provided herein, all Common Area other than the Common Area containing the surface water management system, property containing the surface water management system and water management portions of Common Area and Recreational Facilities owned or held by the Master Association at such time shall be transferred to a trustee appointed by the Circuit Court, Palm Beach County, Florida, which trustee shall sell the Common Area and Recreational Facilities free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Palm Beach County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Area or Recreational Facilities, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of the Common Area or Recreational Facilities. The excess of proceeds, if any, from Common Area and Recreational Facilities shall be distributed among property Owners in a proportion which is equal to the proportionate share of such Owners in the annual budget; provided, however, that where the portion of the Property owned by any Owners is encumbered by a mortgage, the distribution attributable to said portion of the Property shall be applied as provided in said mortgage either as specifically provided therein or as provided in cases on condemnation awards. Should this Declaration be terminated the surface water management system, property containing the surface water management system and water management portions of Common Area shall be conveyed to an agency of local government determined to be acceptable by South Florida Water Management District. If said agency of local government declines to accept the conveyance, then the surface water management system, property containing the surface water management system and water management portions of the Common Area will be dedicated to a non-profit corporation similar to the Master Association.

Section 11. Declarant's Disclaimer. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the complete development of the Property can or will be carried out, or that any real property now owned or hereafter acquired by it is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Construction of Terms. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform development plan for the operation of the Property.

Section 14. Dissolution of Master Association. The Master Association may not be dissolved prior to the termination of this Declaration as heretofore provided. In the event the Master Association is involuntarily terminated for failure to comply with the requirements of Chapter 617, Florida Statutes, or otherwise:

A. The last directors as surviving trustees shall forthwith take such steps as may be necessary to immediately reinstate the Master Association's corporate status, and until such corporation status is reinstated,

B. The last directors as surviving trustees shall continue the activities of the Master Association, and

C. Each of the Members of the Master Association shall be responsible for the proper performance of the mandatory functions of the Master Association as specified in Article IV, Section 1 of this Declaration.

Section 15. Change in Density by Developers. Whenever reference is made in this Declaration to the numbers of Units projected by the Development Plan for the various areas of the Property, including but not limited to the provisions relating to voting and assessments, such projected number of Units as stated in the Development Plan, as same my be amended from time to time by the Declarant, are only the maximum number of Unit projected for such areas and the actual number of Units constructed may be less, as determined by the Declarant. Until the recording in the Public Records of a plat of the issuance of approval of a final Development Plan by applicable governmental authorities establishing that less than the number of Units projected by the Development Plan are to be constructed, the number of Units projected by the Development Plan for each area shall be utilized for all purposes. After approval of a final Development Plan or recording of a plat establishing that different number of Units are to be constructed, said different number of Units shall be utilized for all purposes under this Declaration. Notwithstanding any term or provision contained herein to the contrary, the number of Units are subject to the restrictions contained in the deed of conveyance of the Property into Declarant from the City of Delray Beach.

Section 16. No Amendment Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the surface water management system, conservation areas or water management portions of Common Areas shall be submitted to the South Florida Water Management District for review prior to finalization of the Amendment. The South Florida Water Management District shall determine if the proposed Amendment will require a modification of the environmental resource or surface water management permit. If a permit modification is necessary, the modification must be approved by the South Florida Water Management District prior to the Amendment of the Declaration.

Section 17. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Master Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant shall install any landscaping or place any fill on a Lot which would adversely affect the drainage of any contiguous Lot.

Section 18. South Florida Water Management District Permit. The Environmental Resource or Surface Water Management Permit is made a part of this

Declaration and attached hereto as Exhibit "F". Copies of the permit and any future permit actions of the South Florida Water Management District shall be maintained by the Registered Agent of the Master Association for the benefit of the Master Association.

Section 19. South Florida Water Management Enforcement. The South Florida Water Management District has the right to take enforcement action, including a civil action for an injunction of penalties against the Master Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Master Association.

Section 20. Cable Television. The Master Association will have the right to enter into an agreement pursuant to which all of the Owners will be provided cable television services which will be charged as assessments. The Association will further have the right to approve one or more cable television companies which are authorized to provide such service to the Family Dwelling Units, and in that event the Master Association may refuse entry into the Property by any representative of any cable television companies other than an approved company.

Section 21. PROHIBITION OF USE OF LAKES. SWIMMING, BOATING, SAILING, FISHING AND ANY USE OF THE LAKES WITHIN THE PROPERTY IS STRICTLY PROHIBITED. THE SOLE USE OF THE LAKE THAT IS PERMITTED IS FOR THE MASTER ASSOCIATION TO USE WATER FROM THE LAKES FOR THE IRRIGATION SYSTEM SERVING THE PROPERTY. NOTWITHSTANDING THE ABOVE, FISHING FOR RECREATIONAL PURPOSES AS DEEMED APPROPRIATE BY THE CITY OF DELRAY BEACH RECREATION DIRECTOR SHALL BE PERMITTED FROM THAT PORTION OF ANY LAKE THAT BORDERS TRACT "C-1" OF BEXLEY PARK, AS SHOWN ON THE PLAT THEREOF, RECORDED IN PLAT BOOK _____, PAGE ____, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. NEITHER DECLARANT NOR THE MASTER ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES SHALL HAVE ANY LIABILITY OR OBLIGATION WHATSOEVER REGARDING ANY INJURY, DAMAGE, PROPERTY DAMAGE OR DEATH WHICH OCCURS IN ANY LAKE ON THE PROPERTY.

Section 22. LOTS ADJACENT TO CONSERVATION AREAS. ALL MEMBERS, OWNERS AND THEIR GUESTS, INVITEES, CONTRACTORS, AGENTS, SUCCESSORS AND/OR ASSIGNS ARE HEREBY PUT ON NOTICE THAT RESIDENTIAL LOTS AND/OR UNITS MAY CONTAIN OR BE ADJACENT TO WETLAND PRESERVATION OR MITIGATION AREAS AND UPLAND BUFFERS IN THE CONSERVATION AREAS PROTECTED UNDER CONSERVATION EASEMENTS PURSUANT TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT ATTACHED HERETO AS EXHIBIT "F".

Section 23. NO REMOVAL OF VEGETATION. ALL MEMBERS, OWNERS, AND THEIR GUESTS, INVITEES, CONTRACTORS, AGENTS, SUCCESSORS AND/OR ASSIGNS ARE HEREBY PUT ON NOTICE THAT THE WETLAND AREAS AND UPLAND BUFFERS IN THE CONSERVATION AREA MAY NOT BE ALTERED FROM THEIR NATURAL/PERMITTED CONDITION WITH THE EXCEPTION OF EXOTIC OR NUISANCE VEGETATION REMOVAL OR OTHER MAINTENANCE ACTIVITIES IN ACCORDANCE WITH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT ATTACHED HERETO AS EXHIBIT "F" OVER THE CONSERVATION AREAS.

Section 24. FINANCIAL REQUIREMENTS. ALL MEMBERS, OWNERS, AND THEIR GUESTS, INVITEES, CONTRACTORS, AGENTS, SUCCESSORS AND/OR ASSIGNS ARE HEREBY PUT ON NOTICE OF THE RESPONSIBILITIES OF THE MASTER ASSOCIATION CONTAINED HEREIN AS TO THE MAINTENANCE OBLIGATIONS OF THE CONSERVATION AREAS AND THE COST THEREOF.

Section 25. LIMITATION OF LIABILITY OF MASTER ASSOCIATION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE MASTER ASSOCIATION (COLLECTIVELY, THE "MASTER ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE MASTER ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE MASTER ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, PALM BEACH COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE MASTER ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MASTER ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MASTER ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "MASTER ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE MASTER ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.