



CFN 2006R1245591
 DR Bk 25119 Pgs 0426 - 4987 (73pgs)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
 Address: Holland & Knight LLP
 701 Brickell Avenue
 Suite 3000
 Miami, Florida 33131

A/10

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, CENTURY BUSINESS PARK, LLC, a Florida limited liability company (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property");

NOW, THEREFORE, in order to assure Miami-Dade County (the "County") that the representations made by the Owner during consideration of Public Hearing No. 05-274 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. Site Plan. The Property shall be developed in substantial accordance with the plans entitled "Century Gardens," as prepared by Pascual, Perez & Kiliddjan, dated stamped received October 6, 2006, and consisting of sixty-five (65) sheets, as may be modified at the public hearing on the Application (the "Plan").

The Owner also agrees as follows:

(a) The height of any dwelling unit to be located on a lot along the northern boundary of the Property, which abuts an existing one (1) story home, shall not exceed one (1) story in height.

(b) As depicted in the Plan, the Owner shall not seek to provide a vehicular connection to the established single family subdivision on the north side of the Property.

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Book25119/Page426 CFN#20061245591

Page 1 of 73

*Century Business Park, LLC
Declaration of Restrictions*

(c) As depicted in the plan, prior to the issuance of a building permit for any dwelling unit within the Property, the Owner shall install, as applicable, either: (1) a six foot high wooden fence; or (2) masonry columns, a decorative aluminum picket fence, a hedge and curb (when adjacent to a street) along the side or rear property line of any lot that is adjacent to an existing single family home or existing street.

(d) Every townhome within the Property shall be designed and constructed with a garage capable of accommodating at least one (1) automobile.

2. **Density Restriction.** The number of dwelling units on the Property shall not exceed four hundred forty-six (446) units, of which a minimum of one-hundred ninety-one (191) shall be single family homes.

3. **Noise Level Reduction.** The Owner shall incorporate at least 25 decibel (db) Noise Level Reduction (NLR) into the design and construction of any dwelling unit with the Property.

4. **Avigation Easement.** The Owner reserves unto itself, its successors, and assigns, for the use and benefit of the public, and hereby grants and conveys to Miami-Dade County an easement and right-of-way for the free and unobstructed flight, and passage, operations and effects thereof of all types of aircraft ("aircraft" being defined for the purpose of this Avigation Easement as any contrivance now known or hereafter invented, used, or designated for navigation of, or flight in or through the air) by whomsoever owned or operated, in and through the airspace above and over the surface of the Property, including, but not limited to, the right to cause in such airspace above or in the vicinity of the surface of the Property such noise, vibration, odors, vapors, fumes, fuel particles (which are incident to normal operations of said aircraft), smoke, dust, fear, interference with sleep and communications and any and all other effects as may be alleged to be incident to or caused by the aircraft engines and the operation of aircraft for navigation of or flight or passage in and through said airspace, and for the use of said

*Century Business Park, LLC
Declaration of Restrictions*

airspace by aircraft for approaching, landing upon, taking off from, maneuvering about or operating (which are incident to normal operations of said aircraft) on Kendall Tamiami Executive Airport ("KTEA") and for all other uses allowed or authorized at KTEA.

In furtherance of the easement and rights herein granted, the Owner expressly agrees for itself, its successors, and assigns to restrict the height of structures, objects of natural growth, and other obstructions on the Property to such a height so as to comply with Federal Aviation Regulations, Part 77 as currently in effect. Additionally, the Owner, for itself, its successors, and assigns, covenants at all times hereafter, that it will not take any action, cause or allow any electronic, electromagnetic, smoke, vapor, fume, or light emissions, allow any obstruction to exist, or construct any structure on the Property which would conflict or interfere with or infringe the rights granted hereunder, including the full use and enjoyment of this Aviation Easement.

The Owner expressly agrees for itself, its successors, and assigns, to prevent any use of the Property described herein that would interfere with or adversely affect the operation or maintenance of KTEA, or otherwise constitute an airport hazard.

5. Notice Requirements.

A. The Owner shall include the following notice (the "Notice") in every contract for the initial sale of any dwelling unit within the Property:

THIS PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMIAMI EXECUTIVE AIRPORT ("KTEA"). SPECIFICALLY, PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE OUTER SAFETY ZONE AND THE INNER DISTRICT OF THE KTEA. AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-

*Century Business Park, LLC
Declaration of Restrictions*

FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATION, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

THE UNDERSIGNED, ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, ARE PROHIBITED FROM REQUESTING, SUPPORTING OR PARTICIPATING IN ANY EFFORT TO IMPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.

THIS COVENANT IS BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

B. The Owner shall cause every prospective, initial purchaser to acknowledge in writing receipt of the Notice, which acknowledgement may be included in the contract for sale and purchase for each dwelling unit or may be provided by separate instrument prior to or simultaneously with the execution of any such contract. The Notice shall also be prominently displayed in the sales office for the subdivision.

C. In addition to the restrictions and commitments contained in this Declaration, prior to the approval of a final plat for the Property, the Owner shall record a separate instrument in the Public Records of Miami-Dade County, which instrument shall run with title to the Property and be binding on the Owner's successors and assigns and shall provide the following restrictions:

THE PROPERTY IS LOCATED IN CLOSE PROXIMITY TO THE KENDALL TAMiami EXECUTIVE AIRPORT ("KTEA"). SPECIFICALLY, PORTIONS OF THE PROPERTY ARE LOCATED WITHIN THE OUTER SAFETY ZONE AND THE INNER DISTRICT OF THE KTEA. AS SUCH, THE PROPERTY AND THE FUTURE RESIDENTS MAY EXPERIENCE DIRECT OVERFLIGHTS AT LOW ALTITUDES

*Century Business Park, LLC
Declaration of Restrictions*

CREATING NOISE DURING DAYTIME AND NIGHTTIME HOURS. FURTHER, THE OWNER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES ANY OBJECTIONS TO ANY FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

THE UNDERSIGNED, ON BEHALF OF ITSELF AND ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, AGREES BY TAKING TITLE TO SAID PROPERTY, THAT THEY DO NOT OBJECT TO THE PRESENCE OF KTEA OR THE TWENTY-FOUR HOUR PER DAY OPERATION OF AIRCRAFT FROM ITS RUNWAYS AND HEREBY WAIVES ANY RIGHT TO OBJECT TO OR CHALLENGE IN ANY FORUM THE CURRENT OR FUTURE 24 HOUR PER DAY OPERATION OF THE AIRPORT AND ANY IMPROVEMENTS THERETO, INCLUDING, WITHOUT LIMITATION, THE FUTURE EXPANSION OF KTEA'S 9L/27R AND 9R/27L RUNWAYS.

IT IS FURTHER AGREED THAT THE UNDERSIGNED, ITS SUCCESSORS, LESSEES AND/OR ASSIGNS, WILL NEVER REQUEST, SUPPORT OR PARTICIPATE IN ANY EFFORT TO IMPOSE MANDATORY NOISE ABATEMENT PROCEDURES AT KTEA.

PURCHASER AGREES THAT THIS COVENANT IS ALSO BINDING UPON ALL FUTURE OWNERS, LESSEES AND RESIDENTS HERE AND FOREVER THEREAFTER AND THAT NOTIFICATION OF SUCH IS REQUIRED PRIOR TO THE SALE OR LEASE OF THE PROPERTY.

6. Restrictions for Commercial Parcel.

Notwithstanding the approval of the Application, and subject to all applicable Code requirements, the Owner agrees to limit the use of that certain parcel of land depicted on the Plan as the "Commercial Parcel" to those uses listed below:

- Banks, including drive-in teller service
- Barber shops
- Beauty parlors
- Offices
- Optical stores
- Post Offices

*Century Business Park, LLC
Declaration of Restrictions*

- Printing and copy services and supplies

The Owner also agrees as follows:

(a) Further, in consideration of the proximity of the Property to a residential neighborhood, any building that may be developed on the Commercial Parcel shall be designed and maintained in a manner that is compatible with the surrounding residential community. At a minimum, any such building shall have a barrel tile roof (gable, hip, flat or otherwise) and shall be painted in a color or colors that are in harmony with the prevailing colors in the immediate vicinity, as defined in Section 33-1.(58.1) of the Code of Miami-Dade County at the time of the construction of the building.

(b) The site plan for the Commercial Parcel shall be submitted to the Department of Planning and Zoning for administrative site plan review approval, and the development of the parcel shall be in substantial accordance with said approved plan. Once developed, the Owner shall maintain adequate lighting equipped with deflectors or such other similar equipment to prevent the spillage of light onto adjacent residential properties, in compliance with Section 33-4.1 of the Code of Miami-Dade County.

(c) No business shall be allowed to operate within the Commercial Parcel any earlier than 7:00 AM (Monday – Friday), 9:00 AM on Saturday, 11:00 AM on Sunday or any later than 10:00 PM (Monday – Saturday) or 6:00 PM on Sunday.

(d) Deliveries and trash pick up at the Commercial Parcel shall take place between the hours of 7:00 AM and 7:00 PM, on Monday - Friday.

7. **Improvements to SW 120th Street and SW 157th Avenue.** Prior to the final zoning inspection for any dwelling unit on the Property, the Owner agrees to improve those portions of SW 120th Street and SW 157th Avenue along the entire frontage of the Property. Said roadway improvements shall be approved and constructed in accordance with the requirements of the Public

Century Business Park, LLC
Declaration of Restrictions

Works Department. In addition, the Owner agrees not to seek a final zoning inspection for ~~more~~ **OTHER THAN MODEL HOME UNITS** ~~than fifty percent (50%)~~ of the dwelling units within the Property until such time as SW 157th Avenue is open to traffic from SW 112th Street to SW 120th Street.

8. Intersection Improvements at SW 120th Street and SW 137th Avenue. Prior to the final zoning inspection for ~~the dwelling unit representing fifty percent (50%)~~ **ANY OTHER THAN MODEL HOME UNITS** of the dwelling units within the Property, subject to the conditions enumerated below, the Owner shall obtain or cause to be obtained the necessary right-of-way, design and, following approval of said design, cause the improvement of the intersection of SW 120th Street and SW 137th Avenue by the addition of a dedicated right turn lane (eastbound to southbound) (for a total of 4 thru lanes, one left turn lane and a right turn lane) (the "Improvement"). Moreover, the Owner shall submit design plans for the Improvement to the Public Works Department for review and approval within ninety (90) days of the final approval of the Application and shall complete construction of the Improvement within one-hundred and eighty days (180) following the approval of the design plans for the Improvement, the acquisition of any necessary right-of-way and the receipt of any required governmental approvals. The Owner's obligations under this Paragraph are specifically subject to, and contingent on, the following: (i) the availability of right-of-way or necessary easements; (ii) acceptance by the Public Works Department of a traffic study (if requested by the Department) which establishes the need for such a turn lane; (iii) the receipt of all necessary governmental approvals; and (iv) the receipt of the approval of the Director of the County's Public Works Department of a credit for the full cost of the improvements against the roadway impact fees that will be assessed against the future development of the Property in the amount of the cost of the design and construction of the improvements, provided, however, that in the event the cost of the improvements and the right-of-way exceeds the amount of roadway impact fees that will be assessed against the future development of the Property, the Owner shall be responsible for any such difference.

*Century Business Park, LLC
Declaration of Restrictions*

9. **Creation of Homeowners Association.** Prior to the final zoning inspection for any dwelling unit within the Property, the Owner shall create a homeowner's association, which shall be responsible (along with any special taxing district or community development district that may be created) for the maintenance of all common areas within the Property, including both sides of the fencing and landscaping along SW 154th Avenue, SW 152nd Court and SW 117th Street. The homeowner's association shall adopt by-laws, rules and regulations substantially in the form of the document which is attached hereto as Exhibit B. Nothing in this Paragraph shall be interpreted to authorize or require the County to enforce specific provisions of the homeowner's association by-laws, rules and regulations.

10. **Construction Hours and Activities.** The Owner shall limit construction activities to the hours of 7:00 AM - 7:00 PM, Monday - Friday, and 10:00 AM - 5:00 PM on Saturday. No construction activities shall take place on Sundays. The use of explosives shall be strictly prohibited. In the event a hurricane warning is issued for Miami-Dade County, the Owner shall promptly secure all construction materials to minimize the potential for damage from flying objects to adjacent properties. All construction vehicles shall enter and exit the Property only on SW 120th Street.

11. **Water Conservation Requirements.** In an effort to conserve water, the Owner hereby agrees to develop the Property and construct the proposed dwelling units in accordance with the "Florida Water Star Basic Qualification Checklist," a copy of which is attached to this Declaration as Exhibit C.

12. **Compliance with DIC Report.** The Owner shall comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various departments, as contained in the Departmental memoranda, which are part of the record of this application and incorporated herein by reference.

*Century Business Park, LLC
Declaration of Restrictions*

13. Miscellaneous.

A. County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

C. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County and the Owner has secured the consent of the adjacent property owners as described below.

D. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of such portion of the Property that is covered

*Century Business Park, LLC
Declaration of Restrictions*

under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, or other procedure permitted under the Miami-Dade County Code, whichever by law has jurisdiction over such matters, after public hearing, provided, further, that any modification or amendment that seeks to increase the number of units on the Property or to expand the permitted uses on the Commercial Out Parcel shall require the prior written consent of one hundred percent (100%) of the owners of any lots that are adjoining the Property along the north property line and that any other modification or amendment of the Declaration shall require the consent of at least fifty percent (50%) of the owners of single family homes located within 1,000 feet of the northern boundary of the Property.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

E. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. Authorization for Miami-Dade County to Withhold Permits and Inspections.
In the event the terms of this Declaration are not being complied with, in addition to any other

*Century Business Park, LLC
Declaration of Restrictions*

remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

G. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

H. Presumption of Compliance. Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, at the cost of the Owner, following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

[Signature Pages Follow]

Century Business Park, LLC
Declaration of Restrictions

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ____ day of

_____, 2006.

WITNESSES:

CENTURY BUSINESS PARK, LLC,
Florida limited liability company

Signature

Print Name

Signature

Print Name

By:

Signature

Print Name/Title

Address:

STATE OF FLORIDA)

) SS.

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 26 day of October, 2006, by Sergio Pino on behalf of Century Business Park, LLC, who is personally known to me or has produced _____ as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: 01/14/08

Notary Public, State of Florida

Print Name



JOINDER BY MORTGAGEE

The undersigned, Regions Bank, as successor by merger to Union Planters Bank, N.A., and Mortgagee under that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement, dated January 13, 2005, filed of record on January 14, 2005, in Official Records Book 23003, Page 0169, of the Public Records of Miami-Dade County, Florida, as modified by Mortgage Modification Agreement recorded in Official Records Book 24304, Page 1212, and that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement, dated May 10, 2004, filed of record on May 17, 2004, in Official Records Book 22306, Page 3964, as modified by Mortgage Modification Agreements recorded in Official Records Book 23059, Page 1316, Official Records Book 23544, Page 316, and Official Records Book 24309, Page 3925, all of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictions does hereby consent to the execution of the Declaration of Restrictions by Century Business Park, LLC, and agrees that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictions shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 2nd day of November, 2006.

WITNESSES:

Maria P. Garcia
Signature

Maria P. Garcia
Print Name

Josefina Fonticoba
Signature

JOSEFINA FONTICOPA
Print Name

REGIONS BANK, an Alabama Banking Corporation

By: Mercedes Montalvo
Signature

Print Name: Mercedes Montalvo

Address: 2800 Ponce de Leon Blvd

Coral Gables FL 33134
(Corporate Seal)



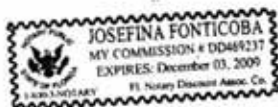
Century Business Park, LLC
Declaration of Restrictions

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

The foregoing instrument was acknowledged before me this 2nd day of November, 2006, by MERCEDES MONTALVO, as president/vice president of Regions Bank, an Alabama banking corporation, on behalf of the corporation. She/He is personally known to me or has produced _____, as identification and did/did not take an oath.

Josefina Fonticoba
Notary Public -State of Florida
Print Name JOSEFINA FONTICOB

My Commission Expires:



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Exhibit "A"

January 6, 2006
October 5, 2006 (Revised)

**PARCEL "A"**

That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, according to the Plat thereof recorded in Plat Book 23 at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run South 87°25'51" West along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the North line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15 feet to the North 1/4 corner of said Section 16; thence continue South 87°25'51" West along the said common line for 2363.98 feet to the Point of Beginning of the parcel of land herein after described; thence continue South 87°25'51" West along the said common line for 305.59 feet to a point of intersection with the East right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District as recorded in Official Records Book 14311 at Page 3397; thence run North 02°25'09" West along the said East right of way line of Canal C-1W for 357.47 feet to a point; thence run North 87°25'51" East along a line 357.47 feet North of and parallel with the common line between said Sections 9 and 16, for 304.65 feet to a point; thence run South 02°34'09" East for 357.47 feet to the Point of Beginning; containing 2.50 acres more or less.

PARCEL "B"

That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, according to the Plat thereof recorded in Plat Book 23 at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run South 87°25'51" West along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the North line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15 feet to the North 1/4 corner of said Section 16; thence continue South 87°25'51" West along the said common line for 83.71 feet to the Point of Beginning of the parcel of land herein after described; thence continue South



This Description and the accompanying Sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper and are not valid one without the other.

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January 6, 2006

October 5, 2006 (Revised)

87°25'51" West along the said common line for 1579.67 feet to a point; thence run North 02°34'09" West for 141.46 feet to a point; thence run South 87°25'51" West for 315.12 feet to a point; thence run North 02°34'09" West for a 468.13 feet to a point; thence run North 87°25'51" East along a line 609.59 feet North of and parallel with the common line between said Sections 9 and 16, for 1896.94 feet to a point of intersection with the West line of Tract "A" of AMERIFIRST PARK according to the Plat thereof recorded in Plat Book 127 at Page 65, of the Public Records of Miami-Dade County, Florida, where a portion of said West line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Metropolitan Dade County as recorded in Official Records Book 14309 at Page 2109; thence South 02°22'03" East along said West line for a distance of 609.60 feet to the Point of Beginning; containing 25.51 acres more or less.

PARCEL "C"

That portion of the Lots, Blocks and the adjacent streets lying in the plat of GREATER MIAMI ESTATES PART TWO, in Section 9, Township 55 South, Range 39 East, according to the Plat thereof recorded in Plat Book 23 at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 9, said corner having a Northing of 480709.59 feet and an Easting of 687039.64 based on the State Plane Coordinate System, (1974 Adjustment), Florida East Zone; thence run South 87°25'51" West along the common line between Sections 9 and 16, in Township 55 South, Range 39 East, where the North line of Section 16 was determined in the Final Judgment of Miami-Dade County Circuit Court Case No. 89-15236 (CA 25), for a distance of 2677.15 feet to the North 1/4 corner of said Section 16; thence continue South 87°25'51" West along the said common line for 1663.38 feet to the Point of Beginning of the parcel of land herein after described; thence continue South 87°25'51" West along the said common line for 700.60 feet to a point; thence run North 02°34'09" West for 357.47 feet to a point; thence run South 87°25'51" West along a line 357.47 feet North of and parallel with the common line between said Sections 9 and 16, for 304.65 feet to a point of intersection with the East right of way line of Canal C-1W defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee and the South Florida Water Management District as recorded in Official Records Book 14311 at Page 3397; thence run North 02°25'09" West along the said East right of way line of Canal C-1W for a distance of 1001.63 feet to a point of intersection with the South line of Block 8 of the plat of HAMMOCKS SHORES THIRD ADDITION, according to the Plat thereof recorded in Plat Book 147 at Page 9, of the Public Records of Miami-Dade County, Florida; thence run North 87°25'34" East along the South line of the plat of HAMMOCKS SHORES THIRD ADDITION, for a distance of 1206.04 feet to a point of intersection with the centerline of SW 154th Avenue as shown on said plat of HAMMOCKS SHORES THIRD ADDITION, the common boundary line defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Corlett et al and Metropolitan Dade County as recorded

This Description and the accompanying Sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper and are not valid one without the other.

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January 6, 2006
October 5, 2006 (Revised)

in Official Records Book 14309 at Page 2097; thence run South 02°23'36" East along the common boundary line defined by the said Agreement for a distance of 407.55 feet to the Southwest corner of Lot 1, Block 5 of HAMMOCKS GARDENS, according to the Plat thereof recorded in Plat Book 157 at Page 16, of the Public Records of Miami-Dade County, Florida; thence run North 87°25'34" East along the South line of the plat of HAMMOCKS GARDENS, for a distance of 690.00 feet to a point of intersection with the centerline of SW 153rd Avenue as shown on said plat of HAMMOCKS GARDENS; thence run North 02°23'36" West along the said centerline, a line 20 feet East of and parallel with the East line of Lot 11 in said Block 5 of HAMMOCKS GARDENS, for a distance of 136.00 feet to a point; thence run North 87°25'34" East along the center line of SW 117th Street as shown on the said plat of HAMMOCKS GARDENS, for a distance of 690.92 feet to a point of intersection with the West line of Tract "A" of AMERIFIRST PARK according to the Plat thereof recorded in Plat Book 127 at Page 65, of the Public Records of Miami-Dade County, Florida, where a portion of said West line was defined by the Agreement to Fix Location of Common Boundary between Jack K. Thomas, Jr., Trustee, Amerifirst Bank and Metropolitan Dade County as recorded in Official Records Book 14309 at Page 2109; thence South 02°22'03" East along said West line for a distance of 478.18 feet to a point; thence run South 87°25'51" West along a line 609.59 feet North of and parallel with the common line between said Sections 9 and 16, for 1896.94 feet to a point; thence run South 02°34'09" East for 468.13 feet to a point; thence run North 87°25'51" East for 315.12 feet to a point; thence run South 02°34'09" East for 141.46 feet to the Point of Beginning; containing 41.93 acres more or less.

This Description and the accompanying Sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper and are not valid one without the other.

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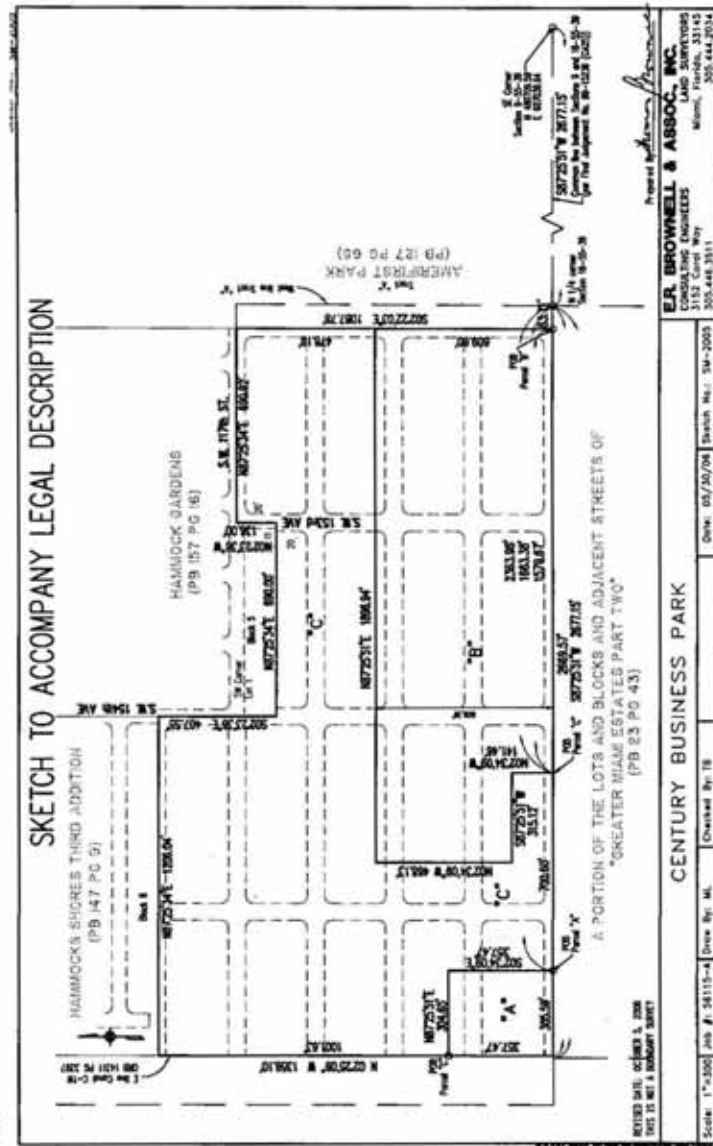


Exhibit "C"



Florida Water StarSM
Basic Qualification Checklist

This program for new residential construction is intended to provide water-efficient housing options and help prevent water leaks. Florida Water StarSM is service marked by the St. Johns River Water Management District.

New Home Requirements

To achieve a Florida Water StarSM rating for new residential homes:

- 1) All prerequisites must be met and validated
- 2) Points must be achieved in all categories (irrigation, landscape and indoors)
- 3) Total points must accumulate to a minimum total of 75 points

In order to obtain a Florida Water StarSM rating, the home must contain sufficient efficient features such that the total score on the checklist is equal to or greater than 75, out of a total possible 100 points.

Homebuilder Information

- * Name: _____
- * Company: _____
- * Address: _____
- * City/County: _____
- * Area Code/Phone: _____
- Fax: _____
- E-mail: _____

Home Information

- Owner Name: _____
- * Address: _____
- * City/County: _____
- Owner Area Code/Phone: _____
- Owner Fax: _____
- Owner E-mail: _____
- Address 2: _____
- Area Code/Phone: _____
- # of intended occupants: _____

* All fields must be completed.



Outdoors

Prerequisites

- Must meet all local and/or county codes.
- Submit landscape and irrigation design drawings prior to start of construction. Drawings shall be clearly readable, to reasonable scale, and include date, scale and legend. Irrigation designs shall specify — at a minimum — water source, meter size, design operating pressure and flow rate per zone, average application rate per zone (converting gallons per minute [gpm] to inches per hour), schedules by zone, and location and size of pipes and valves. List make, model and specification of controllers, sprinklers, and backflow prevention devices. Show elevation, electrical supply, roadways, sidewalks, structures, and other relevant site conditions.
- Irrigation systems must meet minimum design standards for automatic in-ground systems as listed below:
 - ☐ Piping system shall be free from leakage. Pipes shall be sized for appropriate gpm so velocities don't exceed 5 fps (feet per second)
 - ☐ A functioning rain sensor device shall be installed in an operable location
 - ☐ Separate irrigation zones exist for turf and landscape beds
 - ☐ Precipitation rates are matched in each zone
 - ☐ Turf zone head spacing shall not exceed 45 percent of the sprinkler's diameter of coverage for square spacing, and 50 percent of coverage for triangular spacing
 - ☐ Rotor heads and fixed pattern spray sprinklers are installed on separate zones
 - ☐ Pressure-compensating spray heads or pressure-compensating valves are installed for spray zones
 - ☐ Irrigation in planting beds should be micro-irrigation or sprays that deliver water directly to root zones rather than wetting the entire area, or hose bibs are provided for manual irrigation
 - ☐ Pop-up rotors and spray heads rise above the grass height: 4 inches for St. Augustine, zoysia and bahia; 3 inches for lower-growing species such as centipede, Bermuda and seashore paspalum
 - ☐ Narrow areas (4 feet or less) are not irrigated unless micro-irrigation is used
 - ☐ Emitters are located at least 2 feet from the house so that the structure is not wetted
 - ☐ System ensures correct spray patterns and minimizes over spray on impermeable surfaces
 - ☐ Automatic irrigation controller includes a battery backup or non-volatile memory to maintain schedule settings
 - ☐ Written operating information provided to home buyer is affixed to the controller, including irrigation schedule, controller handbook and diagram of zones
 - ☐ The controller is reset for maintenance schedule after establishment and before closing, and/or instructions are affixed on controller for home buyer to change by a certain date
 - ☐ Irrigation controller is programmed with seasonal variations based on historical rates, with a total application not to exceed 21 gallons per square foot.

Rev. April, 2006

2 of 5



| Irrigation | Points | Points Earned |
|---|---------------|----------------------|
| No automatic in-ground irrigation system installed, if combined with site-appropriate landscape | 35 | |
| Required — Minimum design standards for automatic in-ground irrigation system | 15 | |
| High-flow irrigation (rated in gpm) covering no more than 50 percent of the landscape areas | 8 | |
| Weather-based controller | 11 | |
| Soil moisture sensor(s) | 8 (for each) | |
| Control timer to include a minimum of three scheduling programs | 4 | |
| Check valves installed on heads in low-lying areas and in areas with poor drainage | 6 | |
| Leak detection shut-off system | 6 | |
| Total | 50 (+) | |

Landscape

| Preservation of site vegetation | Points | Points Earned |
|--|---------------|----------------------|
| Three or more trees greater than 4 inches dbh (diameter at breast height) preserved on lot | 4 | |
| 10 percent of a lot's native shrubs and ground covers preserved | 5 | |
| Greater than 20 percent of site's native shrubs and ground covers preserved (not including permitted wetlands) | 7 | |
| Installed landscape | | |
| Plants and turf planted no closer than 2 feet from foundation | 3 | |
| Plants grouped with similar moisture and maintenance requirements | 8 | |
| Plant selections compatible with growing conditions | 8 | |
| Totals | 35 | |

Rev. April, 2006

3 of 5

Book25119/Page446 CFN#20061245591

Page 21 of 73



Indoors

Prerequisites

- All armored/metal hoses from service to appliances
- Mold-resistant materials at tub/shower enclosures
- Must meet all requirements specified in Florida Building Code

| Water heater | Points | Points Earned |
|--|-----------|---------------|
| Equipped with leak detection shut-off valve | 5 | |
| Located within 30 feet of end use | 2 | |
| Centrally located | 2 | |
| Kitchen and bathroom faucets | | |
| Faucet aerators or laminar flow | 3 | |
| Showers equipped with only one showerhead | 6 | |
| Toilets | | |
| All toilets — MaP Rating of 250 gm or greater | 6 | |
| Add three points for each high-efficiency toilet (HET) (1.0–1.1 gpf), or dual flush (MaP Rating of 250 gpm or greater) | 9 | |
| Clothes and dish washers | | |
| Manual water shut-off valves | 2 | |
| Equipped with leak detection shut-off valve | 2 | |
| ENERGY STAR® dishwasher using 6 gallons per cycle or less | 5 | |
| ENERGY STAR® washing machine with water factor less than 9.5 | 4 | |
| Total | 40 | |

| Point Summary | Category Point Totals |
|---------------|-----------------------|
| Irrigation | |
| Landscape | |
| Indoors | |
| Total | |

Rev. April, 2006

4 of 5

Book25119/Page447 CFN#20061245591

Page 22 of 73

**Primary Certifying Agent Information**

- * Name: _____
- * Company: _____
- * Address: _____
- * City/County/Zip Code: _____
- * E-mail: _____
- * Area Code/Phone: _____
- * Fax: _____

By signing below, we acknowledge that each of the measures intended to qualify the home for the Florida Water StarSM rating have been incorporated into the home's construction.

Homebuilder Signature: _____
Contact Information: _____

Irrigation Validating Agent Signature: _____
Contact Information: _____

Landscape Validating Agent Signature: _____
Contact Information: _____

Plumbing Validating Agent Signature: _____
Contact Information: _____

* All fields must be completed.

Rev. April, 2006

5 of 5

Book25119/Page448 CFN#20061245591

Page 23 of 73

Exhibit "B"

**DECLARATION
FOR
CENTURY GARDENS VILLAGE**

TABLE OF CONTENTS

| | Page |
|--|-------------|
| 1. Recitals..... | 1 |
| 2. Definitions..... | 1 |
| 3. Plan of Development..... | 4 |
| 4. Amendment..... | 5 |
| 4.1 General Restrictions on Amendments..... | 5 |
| 4.2 No Vested Rights..... | 5 |
| 4.3 Amendments Prior to and Including the Turnover Date..... | 5 |
| 4.4 Amendments After the Turnover Date..... | 5 |
| 5. Annexation and Withdrawal..... | 5 |
| 5.1 Annexation by Developer..... | 5 |
| 5.2 Annexation by Association..... | 5 |
| 5.3 Withdrawal..... | 5 |
| 6. Dissolution..... | 6 |
| 6.1 Generally..... | 6 |
| 6.2 Applicability of Declaration after Dissolution..... | 6 |
| 7. Binding Effect and Membership..... | 6 |
| 7.1 Term..... | 6 |
| 7.2 Transfer..... | 6 |
| 7.3 Membership..... | 6 |
| 7.4 Ownership by Entity..... | 6 |
| 7.5 Voting Interests..... | 6 |
| 7.6 Document Recordation by Owners Prohibited..... | 6 |
| 7.7 Composition of the Board..... | 7 |
| 7.8 Conflicts..... | 7 |
| 8. Paramount Right of Developer..... | 7 |
| 9. Operation of Common Areas..... | 7 |
| 9.1 Prior to Conveyance..... | 7 |
| 9.2 Construction of Common Areas Facilities..... | 7 |
| 9.3 Use of Common Areas by Developer..... | 7 |
| 9.4 Conveyance..... | 7 |
| 9.4.1 Generally..... | 7 |
| 9.4.2 Form of Deed..... | 8 |
| 9.5 Operation After Conveyance..... | 8 |
| 9.6 Paved Common Areas..... | 8 |
| 9.7 Delegation and Managers..... | 8 |
| 9.8 Use..... | 9 |
| 9.8.1 Nonexclusive Use..... | 9 |
| 9.8.2 Right to Allow Use..... | 9 |
| 9.8.3 Obstruction of Common Areas..... | 9 |
| 9.8.4 Assumption of Risk..... | 9 |
| 9.8.5 Owner's Obligation to Indemnify..... | 9 |

Century Gardens Village
Declaration

DM20599791.3

11/7/06

Book25119/Page449 CFN#20061245591

Page 24 of 73

| | | |
|----------|--|----|
| 9.9 | Rules and Regulations | 9 |
| 9.9.1 | Generally | 9 |
| 9.9.2 | Developer Not Subject to Rules and Regulations | 9 |
| 9.10 | Public Facilities | 10 |
| 9.11 | Default by Another Owner | 10 |
| 9.12 | Special Taxing Districts | 10 |
| 9.13 | Water Transmission and Distribution Facilities Easement and Repair | 10 |
| 9.14 | Association's Obligation to Indemnify | 10 |
| 9.15 | Site Plans and Plats | 11 |
| 10. | Community Development District | 11 |
| 10.1 | Generally | 11 |
| 10.2 | Creation of the District | 11 |
| 10.3 | District Assessments | 11 |
| 10.4 | Common Areas and Facilities Part of District | 11 |
| 10.5 | Facilities Owned by District | 12 |
| 11. | Party Walls | 12 |
| 11.1 | General Rules of Law to Apply | 12 |
| 11.2 | Sharing of Repair, Replacement and Maintenance for Party Walls | 12 |
| 11.2.1 | Generally | 12 |
| 11.2.2 | Failure to Contribute | 12 |
| 11.2.3 | Alterations | 12 |
| 11.2.4 | Weatherproofing | 12 |
| 11.2.5 | Easements | 12 |
| 12. | Party Roofs | 12 |
| 12.1 | General Rules of Law to Apply | 12 |
| 12.2 | Sharing of Repair, Replacement and Maintenance for Party Roofs | 12 |
| 12.2.1 | Generally | 12 |
| 12.2.2 | Failure to Contribute | 12 |
| 12.3 | Alterations | 13 |
| 12.4 | Easements | 13 |
| 13. | Maintenance by Association | 13 |
| 13.1 | Common Areas | 13 |
| 13.2 | District Facilities | 13 |
| 13.3 | Street Lighting | 13 |
| 13.4 | Perimeter Walls | 13 |
| 13.5 | Duty to Paint Exterior of Townhome Buildings | 13 |
| 13.6 | Drainage | 13 |
| 13.7 | Irrigation and Sprinkler Systems | 13 |
| 13.8 | Maintenance of Lawn and Landscaping | 13 |
| 13.8.1 | Townhomes | 13 |
| 13.8.2 | Landscaping of Private Roads and Entrances | 13 |
| 13.9 | Public Roads | 13 |
| 13.10 | Private Roads | 13 |
| 13.11 | Surface Water Management System | 13 |
| 13.11.1 | Duty to Maintain | 13 |
| 13.11.2 | Amendments to Association Documents | 14 |
| 13.12 | Adjoining Areas | 14 |
| 13.13 | Negligence | 14 |
| 13.14 | Right of Entry | 14 |
| 13.15 | Maintenance of Property Owned by Others | 14 |
| 14. | Maintenance by Owners | 14 |
| 14.1 | Lawn Maintenance Standards | 14 |
| 14.1.1 | Trees | 14 |
| 14.1.2 | Shrubs | 15 |
| 14.1.3 | Grass | 15 |
| 14.1.3.1 | Cutting Schedule | 15 |
| 14.1.3.2 | Edging | 15 |
| 14.1.3.3 | Dead Grass | 15 |
| 14.1.4 | Mulch | 15 |
| 14.1.5 | Insect Control and Disease | 15 |
| 14.1.6 | Fertilization | 15 |
| 14.1.7 | Irrigation | 15 |
| 14.1.8 | Weeding | 15 |
| 14.1.9 | Trash Removal | 15 |
| 14.1.10 | Right of Association to Enforce | 15 |
| 14.1.11 | Weeds and Refuse | 15 |
| 14.2 | Driveway and Sidewalk Repair | 15 |
| 15. | Use Restrictions | 15 |
| 15.1 | Alterations and Additions | 15 |

Century Gardens Village
Declaration
ii
11/7/06

DM2599791.5

Book25119/Page450 CFN#20061245591

Page 25 of 73

| | | |
|-------|---|----|
| 15.2 | Animals | 15 |
| 15.3 | Artificial Vegetation | 16 |
| 15.4 | Cars and Trucks | 16 |
| | 15.4.1 Parking | 16 |
| | 15.4.2 Repairs and Maintenance of Vehicles | 16 |
| | 15.4.3 Prohibited Vehicles | 16 |
| 15.5 | Casualty Destruction to Improvements | 16 |
| 15.6 | Commercial Activity | 16 |
| 15.7 | Completion and Sale of Homes or Units | 16 |
| 15.8 | Control of Contractors | 17 |
| 15.9 | Cooking | 17 |
| 15.10 | Decorations | 17 |
| 15.11 | Disputes as to Use | 17 |
| 15.12 | Drainage System | 17 |
| 15.13 | Driveway Repair | 17 |
| 15.14 | Extended Vacation and Absences | 17 |
| 15.15 | Fences/Walls/Screens | 17 |
| 15.16 | Fuel Storage | 17 |
| 15.17 | Garages | 17 |
| 15.18 | Garbage Cans | 18 |
| 15.19 | General Use Restrictions | 18 |
| 15.20 | Hurricane Shutters | 18 |
| 15.21 | Irrigation | 18 |
| 15.22 | Laundry | 18 |
| 15.23 | Lawful Use | 18 |
| 15.24 | Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting | 18 |
| 15.25 | Leases | 18 |
| 15.26 | Minor's Use of Facilities | 19 |
| 15.27 | Nuisances | 19 |
| 15.28 | Oil and Mining Operations | 19 |
| 15.29 | Paint | 19 |
| 15.30 | Personal Property | 19 |
| 15.31 | Pools | 19 |
| 15.32 | Removal of Soil and Additional Landscaping | 19 |
| 15.33 | Roofs, Driveways and Pressure Treatment | 19 |
| 15.34 | Satellite Dishes and Antennas | 19 |
| 15.35 | Screened Enclosures | 20 |
| 15.36 | Servants | 20 |
| 15.37 | Signs and Flags | 20 |
| 15.38 | Sports Equipment | 20 |
| 15.39 | Storage | 20 |
| 15.40 | Subdivision and Regulation of Land | 20 |
| 15.41 | Substances | 20 |
| 15.42 | Use of Homes | 20 |
| 15.43 | Visibility on Corners | 20 |
| 15.44 | Water Intrusion | 20 |
| 15.45 | Wells and Septic Tanks | 20 |
| 15.46 | Windows or Wall Units | 21 |
| 15.47 | Window Treatments | 21 |
| 16. | Easement for Unintentional and Non-Negligent Encroachments | 21 |
| 17. | Requirement to Maintain Insurance | 21 |
| 17.1 | Association | 21 |
| | 17.1.1 Flood Insurance | 21 |
| | 17.1.2 Liability Insurance | 21 |
| | 17.1.3 Directors and Officers Liability Insurance | 21 |
| | 17.1.4 Other Insurance | 21 |
| | 17.1.5 Developer | 21 |
| 17.2 | Homes | 21 |
| | 17.2.1 Requirement to Maintain Insurance | 21 |
| | 17.2.2 Requirement to Reconstruct or Demolish | 21 |
| | 17.2.3 Townhome Buildings | 22 |
| | 17.2.4 Standard of Work | 22 |
| | 17.2.5 Additional Rights of Association | 22 |
| | 17.2.6 Rights of County | 22 |
| | 17.2.7 Association Has No Liability | 22 |
| 17.3 | Fidelity Bonds | 22 |
| 17.4 | Association as Agent | 22 |
| 17.5 | Casualty to Common Areas | 22 |
| 17.6 | Nature of Reconstruction | 22 |
| 17.7 | Additional Insured | 22 |
| 17.8 | Cost of Payment of Premiums | 22 |
| 18. | Property Rights | 23 |

Century Gardens Village
Declaration
iii
11/7/06

DM2399791.3

Book25119/Page451 CFN#20061245591

Page 26 of 73

| | | |
|-------|--|----|
| 18.1 | Owners' Easement of Enjoyment | 23 |
| 18.2 | Ingress and Egress | 23 |
| 18.3 | Development Easement | 23 |
| 18.4 | Public Easements | 23 |
| 18.5 | Delegation of Use | 24 |
| 18.6 | Easement for Encroachments | 24 |
| 18.7 | Permits, Licenses and Easements | 24 |
| 18.8 | Blanket Easement in Favor of District | 24 |
| 18.9 | Support Easement and Maintenance Easement | 24 |
| 18.10 | Drainage | 24 |
| 18.11 | Blanket Easement in Favor of Association | 24 |
| 18.12 | Blanket Easement in Favor of District | 24 |
| 18.13 | Duration | 24 |
| 19. | Assessments | 24 |
| 19.1 | Types of Assessments | 24 |
| 19.2 | Purpose of Assessments | 24 |
| 19.3 | Covenant for Maintenance Assessments for Association | 25 |
| 19.4 | Designation | 25 |
| 19.5 | Allocation of Operating Costs | 25 |
| 19.6 | General Assessments Allocation | 26 |
| 19.7 | Use Fees and Individual Assessment | 26 |
| 19.8 | Commencement of First Assessment | 26 |
| 19.9 | Deficit Funding, Shortfalls and Surpluses | 26 |
| 19.10 | Budgets | 26 |
| 19.11 | Establishment of Assessments | 26 |
| 19.12 | Initial Contribution | 26 |
| 19.13 | Resale Contribution | 26 |
| 19.14 | Assessment Estoppel Certificates | 27 |
| 19.15 | Payment of Home Real Estate Taxes | 27 |
| 19.16 | Creation of the Lien and Personal Obligation | 27 |
| 19.17 | Subordination of the Lien to Mortgages | 27 |
| 19.18 | Acceleration | 27 |
| 19.19 | Non-Payment of Assessments | 27 |
| 19.20 | Exemption | 27 |
| 19.21 | Collection by Developer | 28 |
| 19.22 | Rights to Pay Assessments and Receive Reimbursement | 28 |
| 19.23 | Mortgagee Right | 28 |
| 19.24 | Collection of Assessments | 28 |
| 20. | Information to Lenders and Owners | 28 |
| 20.1 | Availability | 28 |
| 20.2 | Copying | 28 |
| 20.3 | Notice | 28 |
| 21. | Architectural Control | 28 |
| 21.1 | Architectural Control Committee | 28 |
| 21.2 | Membership | 29 |
| 21.3 | General Plan | 29 |
| 21.4 | Master Plan | 29 |
| 21.5 | Community Standards | 29 |
| 21.6 | Quorum | 29 |
| 21.7 | Power and Duties of the ACC | 29 |
| 21.8 | Procedure | 29 |
| 21.9 | Alterations | 30 |
| 21.10 | Variances | 30 |
| 21.11 | Permits | 30 |
| 21.12 | Construction by Owners | 30 |
| 21.13 | Inspection | 31 |
| 21.14 | Violation | 31 |
| 21.15 | Court Costs | 31 |
| 21.16 | Certificate | 31 |
| 21.17 | Certificate of Compliance | 31 |
| 21.18 | Exemption | 31 |
| 21.19 | Exculpation | 31 |
| 22. | Owners Liability | 31 |
| 22.1 | Loop System Irrigation | 31 |
| 22.2 | Right to Cure | 32 |
| 22.3 | Non-Monetary Defaults | 32 |
| 22.4 | Expenses | 32 |
| 22.5 | No Waiver | 32 |
| 22.6 | Rights Cumulative | 32 |
| 22.7 | Enforcement By or Against Other Persons | 32 |
| 22.8 | Fines | 32 |

Century Gardens Village
Declaration
JV
11/7/06

DM21599791.3

Book25119/Page452 CFN#20061245591

Page 27 of 73

| | | |
|----------|--|----|
| 23. | Additional Rights of Developer..... | 33 |
| 23.1 | Sales and Administrative Offices..... | 33 |
| 23.2 | Modification..... | 33 |
| 23.3 | Promotional Events..... | 33 |
| 23.4 | Use by Prospective Purchasers..... | 33 |
| 23.5 | Franchises..... | 33 |
| 23.6 | Management..... | 33 |
| 23.7 | Easements..... | 33 |
| 23.8 | Right to Enforce..... | 34 |
| 23.9 | Additional Development..... | 34 |
| 23.10 | Representations..... | 34 |
| 23.11 | Telecommunications Services..... | 34 |
| 23.11.1 | Right to Contract for Telecommunications Services..... | 34 |
| 23.11.2 | Easements..... | 34 |
| 23.11.3 | Restoration..... | 34 |
| 23.11.4 | Operating Costs..... | 35 |
| 23.12 | Non-Liability..... | 35 |
| 23.13 | Resolution of Disputes..... | 35 |
| 23.14 | Venue..... | 35 |
| 23.15 | Reliance..... | 36 |
| 23.16 | Access Control System..... | 36 |
| 24. | Refund of Taxes and Other Charges..... | 36 |
| 25. | Assignment of Powers..... | 36 |
| 26. | Selling, Leasing and Mortgaging of Homes..... | 36 |
| 26.1 | Transfers Subject to Approval..... | 36 |
| 26.1.1 | Sale..... | 36 |
| 26.1.2 | Lease..... | 36 |
| 26.1.3 | Gift..... | 36 |
| 26.2 | Approval by Association..... | 36 |
| 26.2.1 | Notice to Association..... | 36 |
| 26.2.1.1 | Sale..... | 37 |
| 26.2.1.2 | Lease..... | 37 |
| 26.2.1.3 | Gift..... | 37 |
| 26.2.1.4 | Failure to Give Notice..... | 37 |
| 26.2.1.5 | Effect and Manner of Notice..... | 37 |
| 26.2.2 | Certificate of Approval..... | 37 |
| 26.2.2.1 | Sale..... | 37 |
| 26.2.2.2 | Lease..... | 37 |
| 26.2.2.3 | Devise or Inheritance..... | 37 |
| 26.2.2.4 | Gift..... | 37 |
| 26.2.3 | Approval of Owner Other Than an Individual..... | 37 |
| 26.3 | Disapproval by Association..... | 37 |
| 26.3.1 | Sale..... | 38 |
| 26.3.2 | Lease..... | 38 |
| 26.3.3 | Transfer by Gift, Devise or Inheritance..... | 38 |
| 26.4 | Exceptions..... | 38 |
| 26.5 | Unauthorized Transactions..... | 38 |
| 26.6 | Notice of Lien or Suit..... | 38 |
| 26.6.1 | Notice of Lien..... | 38 |
| 26.6.2 | Notice of Suit..... | 38 |
| 26.6.3 | Failure to Comply..... | 38 |
| 27. | General Provisions..... | 38 |
| 27.1 | Authority of Board..... | 38 |
| 27.2 | Severability..... | 38 |
| 27.3 | Execution of Documents..... | 39 |
| 27.4 | Affirmative Obligation of Association..... | 39 |
| 27.5 | Notices..... | 39 |
| 27.6 | Florida Statutes..... | 39 |
| 27.7 | Construction Activities..... | 39 |
| 27.8 | Title Documents..... | 39 |
| 28. | Developer..... | 40 |

EXHIBITS

| | |
|-----------|---------------------------|
| Exhibit 1 | Legal Description |
| Exhibit 2 | Articles of Incorporation |
| Exhibit 3 | By-laws |
| Exhibit 4 | Permit |

Century Gardens Village
Declaration
v
11/7/06

DM2599791.5

Book25119/Page453 CFN#20061245591

Page 28 of 73

**DECLARATION
FOR
CENTURY GARDENS VILLAGE**

THIS DECLARATION FOR CENTURY GARDENS VILLAGE (this "**Declaration**") is made by CENTURY GARDENS VILLAGE, LLLP, a Florida limited liability limited partnership by **CENTURY HOMEBUILDERS OF SOUTH FLORIDA, LLC**, a Florida limited liability company, its attorney-in-fact, and joined in by Century Gardens Village Homeowners Association, Inc., a Florida not-for-profit corporation.

R E C I T A L S

A. Century is or will be the owner of the real property in Miami-Dade County, Florida more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**Century Gardens Village**").

B. Century desires to subject Century Gardens Village to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Century Gardens Village, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Century hereby declares that every portion of Century Gardens Village is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for Century Gardens Village established pursuant to Section 21.1 hereof.

"**Access Control System**" shall mean any system intended to control access and/or enhance the welfare of Century Gardens Village.

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 19 hereof.

"**Association**" shall mean Century Gardens Village Homeowners Association, Inc., its successors and assigns.

"**Association Documents**" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"**Board**" shall mean the Board of Directors of Association.

"**Bonds**" shall have the meaning set forth in Section 10.2 hereof.

"**Builder**" shall mean any person or entity that purchases a Lot or Parcel from Developer for the purpose of constructing one or more Homes.

"**By-Laws**" shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

"**Century**" shall mean Century Gardens Village, LLLP, a Florida limited liability limited partnership, its successors and assigns.

"**Century Gardens Village**" shall have the meaning set forth in the Recitals hereof, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or

Century Gardens Village
Declaration
1
11/7/06

DM20199791.5

Book25119/Page454 CFN#20061245591

Page 29 of 73

modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Century Gardens Village.

"Common Areas" shall mean all real property interests and personalty within Century Gardens Village designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Century Gardens Village. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, perimeter walls and fences, recreational facilities, tennis courts, a pool, cabana, meeting room, roads, Surface Water Management System, landscape easement areas, improvements, easement areas owned by others, public rights of way, additions, irrigation pumps, drainage structures, irrigation areas, irrigation lines, sidewalks, streets, roads, street lights, entranceways, parking areas, lights, mailbox kiosk areas, commonly used utility facilities, signage, other lighting, electronic gates, gatehouses, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be conveyed to the District and comprise part of the Facilities.

"Community Completion Date" shall mean the date upon which all Homes in Century Gardens Village, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 21.5 hereof.

"Contractors" shall have the meaning set forth in Section 21.12.2 hereof.

"County" shall mean Miami-Dade County, Florida.

"County Declaration" shall mean that certain Declaration of Restrictions proffered in connection with the zoning approvals for Century Gardens Village, the terms of which will be binding on the Developer and every Owner, and shall control the development of Century Gardens Village. The County Declaration shall be recorded in the Public Records of Miami-Dade County.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean Century and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"District" shall have the meaning set forth in Section 10.1 hereof.

"District Debt Service Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Maintenance Special Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Revenue Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Easement Area" shall mean any and all easements recorded in the Public Records of the County within the Common Areas or any Owner's Lot. Easement Areas shall include without limitation, easements for ingress and egress, utility easements, Telecommunications Systems easements, easements herein granted to the SFWMD for construction, operation and/or maintenance of the Surface Water Management System, any and all easement granted in this Declaration, and any and all easements reflected in the Plat.

"Facilities" shall have the meaning set forth in Section 10.1 hereof.

"Home" shall mean each residential home and appurtenances thereto constructed on a Lot or Parcel within Century Gardens Village. A Home shall include, without limitation, Townhome(s) and Single Family Home(s). The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling)

Century Gardens Village
Declaration
2
11/7/06

DM2599791.3

Book25119/Page455 CFN#20061245591

Page 30 of 73

shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Improvement" shall have the meaning set forth in Section 22.1 hereof.

"Indemnified Parties" shall have the meaning set forth in Section 9.8.5 hereof.

"Individual Assessments" shall have the meaning set forth in Section 19.2 hereof.

"Initial Contribution" shall have the meaning set forth in Section 19.2 hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Century Gardens Village.

"Losses" shall have the meaning set forth in Section 9.8.5 hereof.

"Lot" shall mean any residential platted lot shown on a Plat.

"Manager" shall have the meaning set forth in Section 23.6 hereof.

"Master Plan" shall mean collectively any full or partial concept plan for the development of Century Gardens Village, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. Subject to the terms of the County Declaration, the Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of Century Gardens Village or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time, subject to the terms of the County Declaration.

"Monthly Assessments" shall have the meaning set forth in Section 19.2.1 hereof.

"NFIP" shall have the meaning set forth in Section 17.1.1 hereof.

"Non Conforming Pavers" shall have the meaning set forth in Section 9.13 hereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all costs of ownership; operation; administration; all amounts required to maintain the Surface Water Management System; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL or other utility company (if not obligation of the District); amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. If any of the foregoing items identified as possible Operating Costs are included as District Maintenance Special Assessments, the same shall not be included in Operating Costs.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Builder or a Lender.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Party Roof" shall mean any roof built as part of the construction of two or more Homes, which Homes are connected by one or more Party Walls.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean Permit No. _____ issued by the SFWMD, a copy of which is attached as **Exhibit 4**.

"Plat" shall mean any plat of any portion of Century Gardens Village filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Infrastructure" shall have the meaning set forth in Section 10.2 hereof.

"Public Records" shall mean the Public Records of Miami-Dade County, Florida.

"Required Demolition" shall have the meaning set forth in Section 17.2.2 hereof.

Century Gardens Village
Declaration
3
11/7/06

DM21599791.5

Book25119/Page456 CFN#20061245591

Page 31 of 73

"Required Repair" shall have the meaning set forth in Section 17.2.2 hereof.

"Resale Contribution" shall have the meaning set forth in Section 19.13 hereof.

"Reserves" shall have the meaning set forth in Section 19.2 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing Century Gardens Village as adopted by the Board from time to time.

"Single Family Home" shall mean each free-standing single family home within Century Gardens Village.

"SFWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 19.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SFWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Century Gardens Village. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Title Documents" shall have the meaning set forth in Section 27.8 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Townhome" shall mean each Home within Century Gardens Village which is part of a Townhome Building.

"Townhome Building" shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

"Turnover Date" shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to date currently required by law.

"Use Fees" shall have the meaning set forth in Section 19.2.3 hereof.

"Violations Committee" shall have the meaning set forth in Section 22.8.2 hereof.

3. **Plan of Development.** The planning process for Century Gardens Village is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title

Century Gardens Village
Declaration
4
11/7/06

DM2599791.3

Book25119/Page457 CFN#20061245591

Page 32 of 73

Documents and the terms of the County Declaration, which specifically prohibit certain uses and generally control the design of Century Gardens Village. Developer may wish and has the right to develop Century Gardens Village and adjacent property now or hereafter owned by Developer into residences, comprised of Townhomes and Single Family Homes, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms and professional offices. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Century Gardens Village as finally developed.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 13.11.2 hereof which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner, by acceptance of a deed to a Home, irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents, except as expressly set forth herein.

4.3 pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times from and after the Turnover Date, Developer shall have the right to amend the Association Documents unilaterally to correct a scrivener's error. Amendments Prior to and Including the Turnover Date. Subject to the terms of the County Declaration, prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Century Gardens Village; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Subject to the terms of the County Declaration, Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment as well as any other consent or approval that may be required under the terms of the County Declaration. Thereafter, an amendment identical to that approved by Developer may be adopted by Association

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association in which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Century Gardens Village by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Century Gardens Village. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any Parcel or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Century Gardens Village. Subject to the terms of the County Declaration, such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Century Gardens Village.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Subject to the terms of the County Declaration, prior to and including the Turnover Date, any portions of Century Gardens Village (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Century Gardens Village shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Century Gardens Village shall not require the consent or joinder of any other party (including, but not limited to,

Century Gardens Village
Declaration
5
11/7/06

DN42U99791.5

Book25119/Page458 CFN#20061245591

Page 33 of 73

Association, Owners, or any Lenders of any portion of Century Gardens Village). Association shall have no right to withdraw land from Century Gardens Village.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the District or an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Century Gardens Village and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Century Gardens Village which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home, Lot or Parcel, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Century Gardens Village by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

7.2 Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or the other Association Documents.

Century Gardens Village
Declaration
6
11/7/06

DM2599791.5

Book25119/Page459 CFN#20061245591

Page 34 of 73

7.7 Composition of the Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Century Gardens Village for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Century Gardens Village part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Century Gardens Village. In addition, the Common Areas of Century Gardens Village may include decorative improvements, berms, and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. SUBJECT TO THE TERMS OF THE COUNTY DECLARATION, DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of Home or Parcel or any portion of Century Gardens Village or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Century Gardens Village, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

9.4 Conveyance.

9.4.1 Generally. Within ninety (90) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, or as may be required by applicable law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by Quitclaim Deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE

Century Gardens Village
Declaration
7
11/7/06

DM2519791.3

CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Home as set forth in this Declaration.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the plat(s) of Century Gardens Village;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Century Gardens Village) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Century Gardens Village including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66⅔%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6 Paved Common Areas. Certain paved areas may be part of the Facilities under the jurisdiction of the District. The Common Areas may also contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including, but not limited to, roads, pathways and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage

Century Gardens Village
Declaration
8
11/7/06

DM20399791.3

Book25119/Page461 CFN#20061245591

Page 36 of 73

Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each person within any portion of Century Gardens Village accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Century Gardens Village (e.g., the Common Areas and/or the Facilities) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Century Gardens Village and (c) design of any portion of Century Gardens Village. Each person entering onto any portion of Century Gardens Village also expressly indemnifies and agrees to hold harmless Developer, District, Association and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including without limitation, all waterbodies and pools, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, the District, Builders and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas and/or the Facilities or from the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, the District, Builders and/or Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, the District, Builders or Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Century Gardens Village. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of Developer. Without limiting the foregoing, but subject to the terms of the County Declaration, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial, Homes, Common Areas, and related improvements within Century Gardens Village, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Century Gardens Village), general office and construction operations

Century Gardens Village
Declaration
9
11/7/06

DM2:599791.5

Book25119/Page462 CFN#20061245591

Page 37 of 73

within Century Gardens Village; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Century Gardens Village for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Century Gardens Village; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Century Gardens Village owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Century Gardens Village including, without limitation, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Century Gardens Village by dredge or dragline, store fill within Century Gardens Village and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, Century Gardens Village and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Century Gardens Village.

9.10 Public Facilities. Subject to the terms of the County Declaration, Century Gardens Village may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Century Gardens Village; provided, however, no such facility shall result in expense to the general taxpayers of the County or assumption by the County of any responsibility for maintenance of any portion thereof.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to the District, a special taxing district, or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, wing walls, entrance features, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing; provided, however, that any such dedication or transfer shall not result in expense to the general taxpayers of the County or the assumption by the County of any responsibility for maintenance of any portion of the Common Areas. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall positively provide for the proper and continuous payment of taxes for Common Areas and maintenance thereof without expense to the general taxpayers of the County and shall be created pursuant to all applicable ordinances of the County and all other applicable governing entities having jurisdiction with respect to the same. Should the District not operate as contemplated by Section 10 hereof, Developer will apply to County for the creation of a multi-purpose special taxing district to maintain landscaping in public roads. Developer will also apply to the County for a street lighting special taxing district to maintain lights adjacent to public roads.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Century Gardens Village (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and the District, their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas and/or the Facilities or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and

Century Gardens Village
Declaration
10
11/3/06

DM21599791.5

Book25119/Page463 CFN#20061245591

Page 38 of 73

against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. Century Gardens Village may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Century Gardens Village. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Community Development District.

10.1 Generally. Developer has created a Community Development District ("District") within Century Gardens Village. Portions of Century Gardens Village may be owned by the District including, but not limited to, the roads, drainage system, landscaping and/or utilities. In the event that any portions of Century Gardens Village are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District ("Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF CENTURY GARDENS VILLAGE WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

10.2 Creation of the District. The District may issue Special Assessment Bonds (the "Bonds") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of Century Gardens Village under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community, and other infrastructure projects and services necessitated by the development of, and serving lands within, Century Gardens Village ("Public Infrastructure"). The estimated design, development, construction and acquisition costs for these facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("District Debt Service Assessments") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("District Maintenance Special Assessments").

10.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Miami-Dade County and disbursed to the District, or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the District Debt Service Assessments will not exceed \$1,260.00 per year per Home. It is anticipated, but not guaranteed, that the initial amount of the District Maintenance Special Assessments will not exceed \$276.00 per year per Home. Such amounts may vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. Failure to pay such sums may result in loss of property as set forth in this Section. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 10.2 above), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas and Facilities Part of District. Portions of the Common Areas may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event that Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in Section 9.4 herein respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association

Century Gardens Village
Declaration
11
11/7/06

DM2599791.5

Book25119/Page464 CFN#20061245591

Page 39 of 73

may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and the District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

10.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and maintained by Association. The Facilities may be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

11. Party Walls. The provisions of this Section 11 shall apply to Townhomes only.

11.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence, willful acts or omissions shall apply to all Party Walls within Century Gardens Village which are built by Developer as part of the original construction of the Townhome Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

11.2 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.2.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.2.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

11.2.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

11.2.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.2.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

12. Party Roofs. The provisions of this Section 12 shall apply to Townhomes only.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within Century Gardens Village which are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

12.2.1 Generally. Association shall repair and maintain Party Roofs. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Homes sharing such improvements without prejudice and will be billed to such Owners as an Individual Assessment, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In the event insurance proceeds are available to pay the cost of repair, maintenance or replacement of Party Roofs, the balance shall be paid prorata by Owners as set forth below.

12.2.2 Failure to Contribute. In the event that an Owner fails or refuses to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, any Owner

Century Gardens Village
Declaration
12
11/7/06

DM2599791.5

Book25119/Page465 CFN#20061245591

Page 40 of 73

advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs, replacements and/or maintenance are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

12.3 Alterations. Subject to applicable building codes, the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations, additions or structural changes in the Party Roof without the written consent of the ACC.

12.4 Easements. Each Owner sharing a Party Roof shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Roof.

13. Maintenance by Association Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon, and shall be responsible for root pruning trees within the Common Areas.

13.2 District Facilities. The District may contract with Association for maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion.

13.3 Street Lighting. Developer will apply to the County for a street lighting special taxing district to maintain lights adjacent to public roads. If not the obligation of the District or a special taxing district, Association shall at all times maintain, repair, and replace any street lighting located within Century Gardens Village, including but not limited to, street lighting which lies within one or more Lots.

13.4 Perimeter Walls. Association shall be responsible for maintaining any perimeter walls which form a part of the Common Areas of Century Gardens Village, even if such walls lie within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any fencing within his or her Lot.

13.5 Duty to Paint Exterior of Townhome Buildings. Association shall be responsible for repainting the exterior of each Townhome Building within Century Gardens Village, at such time as Association deems such repainting necessary in its sole and absolute discretion, and the costs of same shall be charged as an Individual Assessment to each Owner of a Townhome located in the Townhome Building being repainted in accordance with this Section. In addition, the exterior walls of each Townhome Building shall be uniformly maintained by Association included, but not limited to, pressure cleaning.

13.6 Drainage. Association shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

13.7 Irrigation and Sprinkler Systems. Association shall at all times maintain, repair and replace the irrigation and sprinkler system throughout the Common Areas.

13.8 Maintenance of Lawn and Landscaping.

13.8.1 Townhomes. Association shall be responsible for maintaining all exterior landscaping within any yard of a Townhome that is not fenced including cutting, edging and fertilizing grass as well as maintenance of trees and hedges. Association shall also be responsible for the irrigation and for maintaining sprinkler system within any yard of a Townhome that is not fenced. The Owner of each Home shall be responsible for any or all landscaping and other improvements within any fenced portion of the Lot. In the event grass in a fenced portion of the Lot is not maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by Association in its sole and absolute discretion) shall be charged to such Owner as an Individual Assessment.

13.8.2 Landscaping of Private Roads and Entrances. Association shall be responsible for the maintenance of the sprinkler system serving the private roads located within Century Gardens Village and the entrances for Century Gardens Village.

13.9 Public Roads. It is possible that either the District or Association may maintain the medians and swales of all public roads pursuant to agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments.

13.10 Private Roads. All roads which are privately owned shall be maintained by Association, the District, a special taxing district or an entity other than the County.

13.11 Surface Water Management System.

13.11.1 Duty to Maintain. The Surface Water Management System within Century Gardens Village will be owned, maintained and operated by Association or the District as permitted by the SFWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. If owned by the District as part of the

Century Gardens Village
Declaration
13
11/7/06

DM21599791.5

Book25119/Page466 CFN#20061245591

Page 41 of 73

Facilities, the costs of the operation and maintenance of the Surface Water Management System may be part of the District Maintenance Special Assessments. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the SFWMD. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association or the District 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 Association or District. Association or District shall accept any and all transfer of permits from Developer. Association or District shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association or District.

13.11.2 Amendments to Association Documents. Any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

13.12 Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

13.13 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner, shall be borne solely by such Owner, and the Home and/or Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

13.14 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Century Gardens Village for the purposes as herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Century Gardens Village if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency. Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair such system. By this easement, Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written consent of the Association.

13.15 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of Century Gardens Village. Such areas may abut, or be proximate to, Century Gardens Village and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include (by way of example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent there is any agreement between Developer and Association for the maintenance of any lakes or ponds outside Century Gardens Village, Association shall maintain the same as part of the Common Areas.

14. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Century Gardens Village by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced.

14.1 Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by Owners.

14.1.1 Trees. Trees are to be pruned as needed.

Century Gardens Village
Declaration
14
11/7/06

DM2599791.5

Book25119/Page467 CFN#20061245591

Page 42 of 73

14.1.2 Shrubs. All shrubs are to be trimmed as needed.

14.1.3 Grass.

14.1.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

14.1.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

14.1.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

14.1.4 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

14.1.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

14.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

14.1.7 Irrigation. Owners shall be responsible to irrigate grass. Sprinkler heads not maintained by Association shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

14.1.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

14.1.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

14.1.10 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

14.1.11 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

14.2 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, Easement Area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15. Use Restrictions. Each Owner must comply with the following:

15.1 Alterations and Additions. No alteration, addition or modification to a Parcel, Lot or Home, or change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

15.2 Animals. No animals of any kind shall be raised, bred or kept within Century Gardens Village for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous at its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances up to a limit of two (2) such pets weighing thirty (30) pounds or less each, per Home, in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall

Century Gardens Village
Declaration
15
11/7/06

DM20599791.3

Book25119/Page468 CFN#20061245591

Page 43 of 73

be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Century Gardens Village designated for such purpose, if provided by Association, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

15.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

15.4 Cars and Trucks.

15.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Century Gardens Village or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Century Gardens Village has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Century Gardens Village except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller and personal vehicles that can be appropriately parked within the driveway of a home (not blocking the sidewalk) may be parked in Century Gardens Village. No vehicles with expired registration, expired license plates or flat tires may be kept within public view anywhere within Century Gardens Village.

15.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Century Gardens Village for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Century Gardens Village, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

15.4.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Century Gardens Village except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*i.e.*, Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Century Gardens Village facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in Century Gardens Village. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

15.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

15.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer and administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within Century Gardens Village. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Century Gardens Village. No solicitors of a commercial nature shall be allowed within Century Gardens Village, without the prior written consent of Association. No garage sales are permitted, except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

15.7 Completion and Sale of Homes or Units. No person or entity shall interfere with the completion and sale of Homes within Century Gardens Village. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN CENTURY GARDENS VILLAGE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Century Gardens Village
Declaration
16
11/7/06

DM21599791.3

Book25119/Page469 CFN#20061245591

Page 44 of 73

15.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

15.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Century Gardens Village.

15.10 Decorations. No decorative objects including, but not limited to, birdbaths, figurines, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Century Gardens Village without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

15.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Century Gardens Village complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

15.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such systems and/or facilities within the Common Areas may be the responsibility of the Association and/or the District. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, District and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

15.13 Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, Easement Area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

15.14 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Home.

15.15 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. No Lot shall have any chain link fencing within its boundaries. All screening and screened enclosures shall require the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios, including, without limitation, addition of vinyl windows, and decks shall require the prior written approval of the ACC. In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 18.11 hereof.

15.16 Fuel Storage. No fuel storage shall be permitted within Century Gardens Village, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices and as otherwise permitted by this Declaration.

15.17 Garages. Each Home will have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

Century Gardens Village
Declaration
17
11/7/06

DM21599791.3

Book25119/Page470 CFN#20061245591

Page 45 of 73

15.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be part of Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

15.19 General Use Restrictions. Each Home, the Common Areas and any portion of Century Gardens Village shall not be used in any manner contrary to the Association Documents.

15.20 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

15.21 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas or vehicles. The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. Owner understands that it may become necessary to install a treatment system to the irrigation water to prevent staining on the Home, sidewalks, driveways and surrounding areas and that if such treatment is necessary it shall be paid for by Owner. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner shall be maintained by the Association and shall be deemed part of the Common Areas. The responsibility to remove any staining on the Homes due to the computerized loop irrigation system shall be the maintenance obligation of the Association.

15.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home, Lot or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

15.23 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Century Gardens Village. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Century Gardens Village shall be the same as the responsibility for maintenance and repair of the property concerned.

15.24 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

15.24.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.

15.24.2 No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

15.24.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Century Gardens Village, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

15.24.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

15.25 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. All leases shall be on forms approved by Association and shall provide that Association shall have the

Century Gardens Village
Declaration
18
11/7/06

DM2399791.3

Book25119/Page471 CFN#20061245591

Page 46 of 73

right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Century Gardens Village or administered by Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 26 hereof. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than thirty (30) days. No subleasing or assignment of lease rights by the tenant is permitted. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provisions of Section 26 hereof. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

15.26 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his/her Home. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

15.27 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Century Gardens Village is permitted. No firearms shall be discharged within Century Gardens Village. Nothing shall be done or kept within the Common Areas, or any other portion of Century Gardens Village, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

15.28 Oil and Mining Operations. No oil drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Parcel.

15.29 Paint. Single Family Homes shall be repainted within forty five (45) days of notice by the ACC.

15.30 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Century Gardens Village, which is unsightly or which interferes with the comfort and convenience of others.

15.31 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

15.32 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Century Gardens Village, change the level of the land within Century Gardens Village, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Century Gardens Village. Owners may place additional plants, shrubs, or trees within any portion of Century Gardens Village with the prior approval of the ACC.

15.33 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Notwithstanding Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

15.34 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home, Lot or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in

Century Gardens Village
Declaration
19
11/7/06

DM2399791.3

Book25119/Page472 CFN#20061245591

Page 47 of 73

order to address the welfare of the residents of Century Gardens Village. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

15.35 Screened Enclosures. No screened enclosures shall be permitted without the prior written approval of the ACC.

15.36 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

15.37 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Century Gardens Village that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration and without the prior written approval thereof by governmental agencies, if necessary (e.g., permit boards); provided, however, signs required by governmental agencies and approved by the ACC may be displayed. "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than twelve inches (12") by twelve inches (12"). Notwithstanding the foregoing, no broker "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of Century Gardens Village, while the Developer still holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Century Gardens Village, unless written approval of the ACC is obtained. Notwithstanding the foregoing, (i) flags that are no larger than twenty four inches (24") by thirty six inches (36") in size, attached to a Home and displayed for the purpose of a holiday; and (ii) United States of America flags that are no larger than twenty four inches (24") by forty eight inches (48") in size, posted on a three-foot (3') pole and attached at a forty-five degree (45°) angle from the Home shall be permitted without ACC approval.

15.38 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Century Gardens Village without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

15.39 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

15.40 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Century Gardens Village, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

15.41 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Century Gardens Village or within any Home or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

15.42 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

15.43 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

15.44 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

15.45 Wells and Septic Tanks. No individual wells will be permitted on any Lot except Single Family Home Lots and no individual septic tanks will be permitted on any Lot.

Century Gardens Village
Declaration
20
11/7/06

DM2399791.5

Book25119/Page473 CFN#20061245591

Page 48 of 73

15.46 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

15.47 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

16. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

17. Requirement to Maintain Insurance.

17.1 Association. Association shall maintain the following insurance coverage:

17.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

17.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

17.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

17.1.4 Other Insurance. Such other insurance coverage as is appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

17.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

17.2 Homes.

17.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

17.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

Century Gardens Village
Declaration
21
11/7/06

DMZ599791.5

Book25119/Page474 CFN#20061245591

Page 49 of 73

17.2.3 Townhome Buildings. Certain Homes are separated by Party Walls but form part of a Townhome Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building must have the written agreement of all of the Owners of Homes within such Townhome Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building and all Owners of damaged or destroyed Homes within such Townhome Building shall perform Required Repair with respect to such Homes.

17.2.4 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Century Gardens Village.

17.2.5 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

17.2.6 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

17.2.7 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

17.3 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

17.3.1 The bonds shall name Association as an obligee.

17.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

17.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

17.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

17.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

17.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Parcel or Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

17.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

17.7 Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

17.8 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

Century Gardens Village
Declaration
22
11/7/06

DIM2(59979).5

Book25119/Page475 CFN#20061245591

Page 50 of 73

18. Property Rights.

18.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Century Gardens Village shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

18.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

18.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

18.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305, Florida Statutes, as amended from time to time.

18.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

18.1.5 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

18.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

18.1.7 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

18.1.8 The rights of Developer and/or Association regarding Century Gardens Village as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

18.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

18.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

18.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under Century Gardens Village as may be required in connection with the development of Century Gardens Village, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Century Gardens Village, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within Century Gardens Village for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Century Gardens Village from Developer's sales facilities located within Century Gardens Village. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 23.11.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Developer may non-exclusively assign its rights hereunder to each Builder.

18.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to

Century Gardens Village
Declaration
23
11/2/06

DM20599791.5

Book25119/Page476 CFN#20061245591

Page 51 of 73

use all paved roadways for ingress and egress to and from Telecommunications Systems within Century Gardens Village.

18.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

18.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

18.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Century Gardens Village (including Lots, Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

18.8 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for district operations above, across and under Century Gardens Village. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

18.9 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Century Gardens Village (including Parcels and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

18.10 Drainage. A non-exclusive easement shall exist in favor of Developer, the District, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon Century Gardens Village for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of Century Gardens Village (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Century Gardens Village and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Century Gardens Village and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

18.11 Blanket Easement in Favor of Association. Association is hereby granted an easement over all of Century Gardens Village, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

18.12 Blanket Easement in Favor of District. The District shall have a blanket easement necessary for District operations above, across, and under Century Gardens Village.

18.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

19. Assessments

19.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. Thereafter, so long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

19.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of Century Gardens Village, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including, but not limited to, the following categories of Assessments as and when levied and deemed payable by the Board:

Century Gardens Village
Declaration
24
11/7/06

DM27599791.3

Book25119/Page477 CFN#20061245591

Page 52 of 73

19.2.1 Any monthly assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Monthly Assessments");

19.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

19.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

19.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

19.2.5 Assessments for which one or more Owners (but less than all Owners) within Century Gardens Village is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Century Gardens Village that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

19.3 Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management system including, but not limited to, work within drainage structures and drainage easements.

19.4 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

19.5 Allocation of Operating Costs.

19.5.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

19.5.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Century Gardens Village conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

19.5.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Monthly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

19.5.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to the method of payment or non-payment by other Owners of any sums due.

Century Gardens Village
Declaration
25
11/7/06

DM21599791.5

19.6 General Assessments Allocation. Except as hereinafter specified to the contrary, Monthly Assessments, Special Assessments and Reserves will be assessed at different rates for Owners of Townhomes and Owners of Single Family Homes.

19.7 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

19.8 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot to the Builder.

19.9 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all income received by Association or (ii) to pay Monthly Assessments on Homes or Lots owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g., once the amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

19.10 Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, budgets shall be prepared and adopted by Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

19.11 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

19.11.1 Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

19.11.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

19.11.3 Association may establish Use Fees from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

19.12 Initial Contribution. The first purchaser of each Lot, Home or Parcel at the time of closing of the conveyance from Developer to the purchaser shall pay to Developer an Initial Contribution in the amount of two (2) months' Assessments ("Initial Contribution"). The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

19.13 Resale Contribution. Association may establish a Resale Contribution ("Resale Contribution"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

Century Gardens Village
Declaration
26
11/7/06

DM20399791.3

Book25119/Page479 CFN#20061245591

Page 54 of 73

19.14 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

19.15 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

19.16 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees (pre-trial and at all levels of proceedings, including appeals), collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

19.17 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

19.18 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

19.19 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

19.20 Exemption. Notwithstanding anything to the contrary herein, Developer and the District shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 19.9 herein. In addition, the Board shall have the right to exempt any portion of Century Gardens Village subject to this Declaration from the Assessments, provided that such portion of Century Gardens Village exempted is used (and as long as it is used) for any of the following purposes:

Century Gardens Village
Declaration
27
11/7/06

DM2099791.5

Book25119/Page480 CFN#20061245591

Page 55 of 73

19.20.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

19.20.2 Any real property interest held by a Telecommunications Provider;

19.20.3 Any of Century Gardens Village exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration; and

19.20.4 Any Facilities.

19.21 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

19.22 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

19.23 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

19.24 Collection of Assessments. Monthly Assessments shall be paid by each Owner to Association together with all assessments due to such Association. Collection proceedings for an Owner's failure to pay Monthly Assessments may be brought by Association.

20. Information to Lenders and Owners.

20.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

20.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

20.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

20.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

20.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

20.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

20.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

21. Architectural Control.

21.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Century Gardens Village. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ACC shall have the right to form subcommittees consisting of representatives from Association to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by

Century Gardens Village
Declaration
28
11/7/06

DM2/599791.5

Book25119/Page481 CFN#20061245591

Page 56 of 73

appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Community Standards as set forth herein.

21.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

21.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Century Gardens Village all in accordance with the terms of the County Declaration. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Century Gardens Village by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

21.4 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, but subject to the terms of the County Declaration, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING CENTURY GARDENS VILLAGE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW CENTURY GARDENS VILLAGE WILL APPEAR UPON COMPLETION AND, SUBJECT TO THE TERMS OF THE COUNTY DECLARATION, DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

21.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

21.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

21.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of Century Gardens Village, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Century Gardens Village, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) 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 ACC.

21.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

21.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

21.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

21.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof

Century Gardens Village
Declaration
29
11/7/06

DM2599791.5

Book25119/Page482 CFN#20061245591

Page 57 of 73

with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

21.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

21.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within such forty-five (45) days, the plans and specifications shall be deemed disapproved.

21.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

21.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

21.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

21.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

21.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

21.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Century Gardens Village shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Century Gardens Village shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Century Gardens Village and no construction materials shall be stored in Century Gardens Village subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Century Gardens Village or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail in any regard to comply with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

21.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Century Gardens Village as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

21.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Century Gardens Village.

21.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Century Gardens Village. Each Owner and

Century Gardens Village
Declaration
30
11/7/06

DM21599791.3

Book25119/Page483 CFN#20061245591

Page 58 of 73

Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Century Gardens Village and each Owner shall include the same therein.

21.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Century Gardens Village at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

21.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

21.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

21.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

21.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 21.13 herein.

21.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

21.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

22. Owners Liability.

22.1 Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("Improvement") on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5)

Century Gardens Village
Declaration
31
11/7/06

DM2599791.5

Book25119/Page484 CFN#20061245591

Page 59 of 73

foot gate must also installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of Century Gardens Village drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

22.2 Right to Cure. Should any Owner do any of the following:

22.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or

22.2.2 Cause any damage to any improvement or Common Areas; or

22.2.3 Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

22.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

22.2.5 Impede Developer from proceeding with or completing the development of Century Gardens Village,

Then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

22.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

22.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief, and/or

22.3.2 Commence an action to recover damages; and/or

22.3.3 Take any and all action reasonably necessary to correct the violation or breach.

22.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

22.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

22.6 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

22.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association, and/or Owners by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

22.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD.

Century Gardens Village
Declaration
32
11/9/06

DM2599791 5

Book25119/Page485 CFN#20061245591

Page 60 of 73

22.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

22.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

22.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

22.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

23. Additional Rights of Developer.

23.1 Sales and Administrative Offices. Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Century Gardens Village and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Century Gardens Village. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Century Gardens Village, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office and, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

23.2 Modification. The development and marketing of Century Gardens Village will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Century Gardens Village to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate, all subject to the terms of the County Declaration. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

23.3 Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing, special and/or promotional events within Century Gardens Village and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Century Gardens Village and Homes in advertisements and other media by making reference to Century Gardens Village, including, but not limited to, pictures or drawings of Century Gardens Village, Common Areas, Parcels and Homes constructed in Century Gardens Village. All logos, trademarks, and designs used in connection with Century Gardens Village are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

23.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Century Gardens Village.

23.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

23.6 Management. Developer may manage the Common Areas by contract with Association. Developer may also contract with a third party ("**Manager**") for management of Association and the Common Areas.

23.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Century Gardens Village so long as any such easements do not materially and adversely interfere with the intended use of Homes

Century Gardens Village
Declaration
33
11/7/06

DM273599791.5

Book25119/Page486 CFN#20061245591

Page 61 of 73

previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

23.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

23.9 Additional Development. If Developer withdraws portions of Century Gardens Village from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, including the County Declaration, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

23.10 Representations. Other than as set forth in the County Declaration, Developer makes no representations concerning development both within and outside the boundaries of Century Gardens Village including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Century Gardens Village or in Century Gardens Village or adjacent to or near Century Gardens Village, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

23.11 Telecommunications Services.

23.11.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or part of Century Gardens Village. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Century Gardens Village as agreed, from time to time, between the Telecommunications Provider and Developer.

23.11.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Century Gardens Village for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Century Gardens Village for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent Telecommunications Services provided by such Telecommunications Providers are to serve all of Century Gardens Village, then the cost of the Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

23.11.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense,

Century Gardens Village
Declaration
34
11/7/06

DM21599791.5

Book25119/Page487 CFN#20061245591

Page 62 of 73

except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

23.11.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may or may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association in County. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

23.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION, DEVELOPER, THE DISTRICT NOR BUILDER SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CENTURY GARDENS VILLAGE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

23.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

23.12.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH 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 A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF CENTURY GARDENS VILLAGE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

23.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

23.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND

Century Gardens Village
Declaration
35
11/7/08

DM21599791.5

Book25119/Page488 CFN#20061245591

Page 63 of 73

EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

23.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT CENTURY GARDENS VILLAGE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

23.16 Access Control System. Developer may install a tele-entry system or other Access Control System at the entrance to Century Gardens Village. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Century Gardens Village. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every Owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

24. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

25. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

26. Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

26.1 Transfers Subject to Approval.

26.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

26.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 26, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

26.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

26.2 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

26.2.1 Notice to Association.

Century Gardens Village
Declaration
36
11/7/06

DM2599791.5

Book25119/Page489 CFN#20061245591

Page 64 of 73

26.2.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

26.2.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

26.2.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

26.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

26.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand-delivery to Association which shall give a receipt therefor.

26.2.2 Certificate of Approval.

26.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records of Miami-Dade County, Florida (the "Public Records").

26.2.2.2 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.

26.2.2.3 Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 26.2.4 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

26.2.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

26.2.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

26.3 Disapproval by Association. Although an Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Home, the matter shall be disposed of in the following manner:

Century Garden Village
Declaration
37
11/7/06

DM20599791.3

Book25119/Page490 CFN#20061245591

Page 65 of 73

26.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then, within thirty (30) days after receipt of such notice and information by Association, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Owner must sell the Home, upon the following terms:

26.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

26.3.1.2 The purchase price shall be paid by official check or federal wire.

26.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

26.3.1.4 If Association fails to provide a purchaser upon the demand of the Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 26.

26.3.2 Lease. In the event the Board disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended lessee for whom the Owner sought approval.

26.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser approved by the Board to purchase the respective Home at its fair market value. The fair market value of the Home will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the Association's proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the Association's proposed purchaser and the person holding title. All costs for such appraisal shall be paid by the Association's proposed purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Home, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Home in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Home, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

26.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Home at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

26.5 Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

26.6 Notice of Lien or Suit.

26.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

26.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

26.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

27. General Provisions.

27.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

27.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

Century Gardens Village
Declaration
38
11/7/06

DM25599791.5

27.3 Execution of Documents. Developer's plan of development for the property (including, without limitation, the creation of one (1) or more special taxing districts and/or the District) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Century Gardens Village, to execute or otherwise join in any petition and/or other documents required in connection with the creation of the District or any special taxing district relating to Century Gardens Village or any portion(s) thereof.

27.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

27.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

27.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

27.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF CENTURY GARDENS VILLAGE ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO CENTURY GARDENS VILLAGE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF CENTURY GARDENS VILLAGE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO CENTURY GARDENS VILLAGE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF CENTURY GARDENS VILLAGE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

27.8 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents identified in this Declaration (collectively, the "Title Documents").

ALL OF THE FOREGOING ARE RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

Century Gardens Village
Declarations
39
11/7/06

DMP399791.5

Developer's plan of development for Century Gardens Village may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. SUBJECT TO THE TERMS OF THE COUNTY DECLARATION, DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

28. **Developer.** Each Owner acknowledges, understands and agrees that Century Homebuilders of South Florida, LLC is signing this Declaration as attorney-in-fact for Century Gardens Village, LLLP, the Developer, pursuant to a power of attorney from Century Gardens Village, LLLP to Century Homebuilders of South Florida, LLC authorizing Century Homebuilders of South Florida, LLC to sign this Declaration. As provided elsewhere herein, the Developer of Century Gardens Village is Century Gardens Village, L.L.P. and all obligations, representations, and warranties of Developer under this Declaration or otherwise relating to a Home or Century Gardens Village are the responsibility of Century Gardens Village, LLLP. Century Homebuilders of South Florida, LLC shall have no liability to any Owner or Association hereunder or otherwise with respect to a Home or Century Gardens Village.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this _____ day of _____, 200____.

WITNESSES:

CENTURY GARDENS VILLAGE, LLLP, a Florida limited liability limited partnership by CENTURY HOMEBUILDERS OF SOUTH FLORIDA, LLC, a Florida limited liability company as attorney-in-fact by virtue of Power of Attorney recorded in Official Records _____ at Page _____ of the Public Records of Miami-Dade County, Florida.

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____ by _____, as _____ of Century Homebuilders of South Florida, LLC, a Florida limited liability company as attorney-in-fact for Century Gardens Village, LLLP, a Florida limited liability limited partnership, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

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Century Gardens Village
Declaration
40
11/7/06

Book25119/Page493 CFN#20061245591

Page 68 of 73

JOINDER

CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC.

CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the Declaration for Century Gardens Village (the "**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 200_____.

WITNESSES:

CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Date: _____

(SEAL)

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200_____ by _____, as President of CENTURY GARDENS VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

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Century Gardens Village
Declaration
11/7/06

Book25119/Page494 CFN#20061245591

Page 69 of 73

EXHIBIT 1

LEGAL DESCRIPTION

DM2399791.3

Century Gardens Village
Declaration
11/7/06

Book25119/Page495 CFN#20061245591

Page 70 of 73

EXHIBIT 2
ARTICLES OF INCORPORATION

DM20599791.5

Book25119/Page496

CFN#20061245591

Century Gardens Village
Declaration
11/7/06

Page 71 of 73

EXHIBIT 3

BY-LAWS

DM2599791.5

Century Gardens Village
Declaration
11/7/06

Book25119/Page497

CFN#20061245591

Page 72 of 73

DR BK 25119 PG 0498
LAST PAGE

EXHIBIT 4

PERMIT

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DMZ599791.5

Book25119/Page498

CFN#20061245591

Century Gardens Village
Declaration
11/7/06

Page 73 of 73