

AVALON
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS

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This Instrument Prepared by:

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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR AVALON

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR AVALON ("Protective Covenants") is made this 19th day of March, 1996, by CENTEX REAL ESTATE CORPORATION, a Nevada corporation, its corporate successors and assigns ("Declarant"), and joined in by AVALON MASTER HOMEOWNER ASSOCIATION, MC., a Florida corporation not-for-profit ("Community Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit A ("Property") attached hereto and made a part hereof; and

WHEREAS, Declarant is also the owner in fee simple of the real property more particularly described on Exhibit B ("Additional Property") attached hereto and made a part hereof; and.

WHEREAS, Declarant desires to develop a community on the Property to be known as "Avalon" as hereinafter set forth; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Avalon as are hereby or as may be hereafter established; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities established to create a corporation known as Avalon Master Homeowner Association, Inc., which corporation has joined in these Protective Covenants and to which there have been and will be delegated and assigned: (i) certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Property, including, but not limited to, the "Common Property" (as hereinafter defined); (ii) the enforcement of the covenants and restrictions contained herein; and (iii) the collection and disbursement of the "Operating Expenses" (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property, and all or any portion of the Additional Property, in the event such Additional Property is subject to a "Supplemental Declaration," as such term is defined hereinbelow, shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any portion thereof, their heirs, successors and assigns.

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1. EXPLANATION OF TERMINOLOGY

The following words and phrases used in these Protective Covenants (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. "Additional Property" means the real property described on Exhibit B attached hereto and made a part hereof. Declarant intends to submit the Additional Property to the terms and provisions of these Protective Covenants by one or more Supplemental Declaration(s) which shall

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be executed by the owner of the Additional Property and need not be joined in by any other person or owner. No portion of the Additional Property is encumbered by these Protective Covenants unless such property is added hereto by a Supplemental Declaration by the fee owner thereof. In the event the Additional Property or any portion thereof becomes encumbered by these Protective Covenants, then, and only in such event, the term "Property," as used herein, shall also mean the Additional Property or such portion or portions thereof.

1.2. "Amendment(s)" means any and all amendments to these Protective Covenants, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Protective Covenants and Restrictions for Avalon" and each of which shall be properly adopted pursuant to the terms of the Community Documents and recorded in the Public Records; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records.

1.3. "Articles" means the Articles of Incorporation of the Community Association, which are attached hereto as Exhibit E, and any and all amendments thereto.

1.4. "Assessments" means the assessments for which all Home Owners are obligated to the Community Association and include:

(i) "Individual Home Assessments," which include the assessments levied for the payment of Operating Expenses, as more particularly described in Paragraph 6.1 hereof;

(ii) "Individual Expense Assessments," as more particularly described in Paragraph 6.4 hereof; and

(iii) "Special Assessments" which are levied by the Community Association for such purposes as are described in Paragraph 6.3 hereof.

1.5. "Avalon" means the name given to the planned residential development being developed in stages by Declarant on the Property in the County, and on the Additional Property or a portion or portions thereof, when and if such property becomes Property hereunder, in accordance with the "Plan for Development" set forth herein and as set forth in the Plat.

1.6. "Board" means the Board of Directors of the Community Association.

1.7. "Bylaws" means the Bylaws of the Community Association, which are attached hereto as Exhibit F and any and all amendments thereto.

1.8. "Committee" means the Architectural Control Committee described in Paragraph 8.2 herein.

1.9. "Common Property" means that portion of the Property more particularly set forth on Exhibit C hereto and includes, but is not limited to, recreation areas, if any, and those areas described in Paragraph 2.2.2 hereof.

1.10. "Community Association" means Avalon Master Homeowner Association, Inc., a Florida corporation not for profit, which is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

1.11. "Community Documents" means in the aggregate these Protective Covenants, the Articles, Bylaws and Rules and Regulations of the Community Association, and all of the instruments and documents referred to therein and executed in connection with a Neighborhood within Avalon.

1.12. "Completed Home" means any Home for which a certificate of occupancy or an equivalent has been issued by the appropriate government agency, provided, however, that where said improvements are to be committed to the condominium form of ownership, then in addition to a certificate of occupancy, such Home must also be subject to a declaration of condominium recorded in the Public Records; except if conveyed to an Institutional Mortgagee by foreclosure or a deed in lieu of foreclosure, upon which an affirmative covenant to pay Assessments, as more particularly set forth herein, is imposed.

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1.13. "Completed Home Owner" means the Home Owner of a Completed Home.

1.14. "County" means Broward County, Florida.

1.15. "Declarant" means Centex Real Estate Corporation, a Nevada corporation, its successors, grantees and assigns. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant or of the rights of Declarant under the Community Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.16. "Home" means a residential unit in Avalon intended as an abode for one family and includes, but is not limited to, a detached single-family home, a zero lot line single-family home, a residential unit contained in a duplex or in a garden-type, townhouse, villa or high-rise building, whether such residential unit is subject to the condominium form of ownership, owned in fee simple, or is a cooperative, a rental or other form of ownership or possession. For purposes of Assessments, a Home is either a Completed Home or an Uncompleted Home, and any Lot which is a portion of the Property is deemed a Home, whether or not construction of the residential unit has commenced, and any condominium property subject to a recorded declaration of condominium which is a part of the Property shall be deemed to contain as many Homes as shall be declared in said declaration.

1.17. "Home Owner" means the owner or owners of fee simple title to a Home and includes Declarant for so long as it is the owner of fee simple title to a Home. A Home Owner shall not mean or refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure; nor shall the term "Home Owner" mean or refer to any lessee or tenant of a Home Owner.

1.18. "Institutional Mortgagee" means any lending institution having a first mortgage lien upon a Home, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank or a life insurance company, or bank or real estate investment trust, or a mortgage banking company or any subsidiary thereof, or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender") which have loaned money to Declarant in order to enable Declarant to acquire, or construct improvements upon, any portion of Avalon and which holds a first mortgage upon such portion of Avalon as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration ("VA") or the Federal Housing Administration ("FHA") or the Department of Urban Development or other lenders generally recognized in the community as an institutional lender; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Home; or (vi) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Home; or (vii) Declarant, its successors and assigns.

1.19. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and if no such rate be designated by law, then eighteen percent (18%) per annum.

1.20. "Lakefront Residential Property" means a Lot which abuts one of the "Lakes," as defined in subparagraph 2.2.2.4. herein and as shown on the Plat.

1.21. "Legal Fees" means (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings; and (b) court costs through and including all trial and appellate levels and postjudgment proceedings.

1.22. "Lot" means a portion of the Property upon which a Home is permitted to be constructed and is part of the "Residential Property" (as hereinafter defined in Article 2.2.1.).

1.23. "Lot Owner" means the owner of a Lot.

1.24. "Member" means a member of the Community Association as more particularly described in the Articles.

1.25. "Operating Expenses" means the expenses for which all Home Owners are liable to the Community Association as described in these Protective Covenants and include, but are not

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limited to, **all** expenses incurred by the Community Association in administering, operating, reconstructing, maintaining, repairing and replacing all portions of the Common Property, including the recreation areas, if any, and any and all improvements thereon, as well as all personal property for which the Community Association has such obligation **as** set forth in these Protective Covenants, including the costs of administration of the Community Association.

1.26. "Neighborhood" means a particular group of Homes in Avalon which is the subject of a particular Neighborhood Declaration.

1.27. "Neighborhood Association" means any property owners association, homeowners association, condominium association, or such other entity, its successors and assigns, responsible for administering a Neighborhood.

1.28. "Neighborhood Declaration" means a declaration of covenants and restrictions, the documents creating a cooperative, or a declaration of condominium, and any amendments or supplements thereto, by which a group of Homes within Avalon is subjected to additional covenants, restrictions and easements.

1.29. "Plat" means the plat of Avalon, which has been recorded in Plat **Book** 160, at Page 4, of the Public Records, and which includes the Property and the Additional Property.

1.30. "Property" means the real property described on Exhibit A attached hereto and depicted as "Phase I" on the Site Plan.

1.31. "Protective Covenants" means this document as the same may be supplemented and/or amended from time to time.

1.32. "Public Records" means the Public Records of the County.

1.33. "Site Plan" means the site plan for Avalon attached as Exhibit C hereto.

1.34. "Storm Water Management System" means the drainage areas, drainage easements, lakes, storm drains and catch basins at Avalon which are intended to control or The Storm Water Management System is located upon and designed to serve the Property.

1.35. "Turnover Date" means the date on which Declarant relinquishes control of the Community Association, as more particularly described in the Articles.

1.36. "Uncompleted Home" means any Home for which the construction has not been completed and for which no certificate of occupancy or equivalent thereof has been issued by the appropriate government agency.

1.37. "Uncompleted Home Owner" means the Owner of an Uncompleted Home.

2. PLAN FOR DEVELOPMENT; LAND USE COVENANTS; CONVEYANCE OF THE COMMON PROPERTY

2.1. Plan for Development

2.1.1. Declarant intends to develop or cause to be developed upon the Property and the Additional Property a planned residential community to be known as Avalon, in accordance with applicable zoning regulations. Avalon is intended to consist of: (a) Two Hundred Ninety-Six (296) attached Homes which will be governed by a Neighborhood Declaration in addition to these Protective Covenants; and (b) Four Hundred Twenty-Six (426) single-family Homes, for a total of Seven Hundred Twenty-Two (722) Homes, if all Homes are built **as** planned. Such plan of development is intended to be accomplished in three (3) distinct phases. Declarant reserves the right to increase the number of Homes in Avalon in accordance with applicable law and such increase shall not require an amendment to these Protective Covenants.

Declarant plans that the first phase ("Phase I"), also being the Property described in Exhibit **A**, will include Ninety-Eight (98) attached Homes and One Hundred Eleven (111) single-family Homes, together with certain Common Property.

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Declarant contemplates that the Additional Property, being more particularly described on Exhibit B hereof and also known as "Phase II" and "Phase III," shall be constructed in two (2) or more additional phases, or one (1) additional phase only, in Declarant's sole discretion.

As planned, Phase II of Avalon will contain One Hundred Twenty (120) attached Homes and One Hundred Fifteen (115) single-family Homes, together with certain Common Property, and Phase III will contain Seventy-Eight (78) attached Homes and Two Hundred (200) single-family Homes, together with certain Common Property.

If Declarant, in its sole discretion, adds Phase II and/or Phase III, or any portion of the Additional Property, to Avalon by recording a Supplemental Declaration to such effect, such property will become part of Avalon, will be deemed included within the Property and will be subject to these Protective Covenants.

Nothing contained herein shall be construed as obligating Declarant to construct any future phases or to construct such phases according to the present plan of development.

Declarant expressly reserves the right, as to the Property, to: (i) commence construction and development when Declarant so desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property in such manner as it, in its sole discretion, chooses.

2.1.2. Excluded Property. Notwithstanding anything contained in the Community Documents to the contrary, Declarant shall have the right to exclude from the Property, from time to time, any portion or portions of the Property, provided that such an exclusion shall only be accomplished by filing a statement ("Exclusion Statement") among the Public Records which identifies the portion of the Property thereby being excluded ("Excluded Property"). Excluded Property shall not be a part of the Property and shall not be subject to the Community Documents or the terms and provisions hereof as if such Excluded Property had never been included within the Property under the Community Documents. Declarant reserves the right to so amend these Protective Covenants with respect to any portion of the Property then owned by Declarant, without the consent of any Home Owner, the Community Association or any Institutional Mortgagee.

2.1.3. Uses of Property. All portions of the Property shall be subject to the use, limitations, restrictions and other provisions imposed thereon as may be set forth in these Protective Covenants and, if applicable, a Neighborhood Declaration(s). In addition to any other provisions thereof, provisions of these Protective Covenants or a Neighborhood Declaration may restrict certain portions of the Property to specified uses, including, but not limited to, uses as residential property and non-residential property including, but not limited to, property to be maintained as beautification areas, recreation areas in a natural state, or for parking and drives.

2.1.4. Declarants' Right to Add Property to the Property. In the event Declarant acquires additional real property contiguous to the Property, other than the Additional Property ("Contiguous Property"), Declarant may, from time to time, by recording a supplement ("Supplemental Declaration") in the Public Records, which shall not require the consent of the then existing Home Owners, the Community Association or any Institutional Mortgagee, add all or any portion of such Contiguous Property to the Property and such Contiguous Property shall be subject to the terms and provisions hereof; provided, however, nothing in these Protective Covenants shall be construed to require Declarant to add properties to the Property subjected to these Protective Covenants or to require it to declare any portion of any properties added to the Property to be Common Property. Notwithstanding anything in this subparagraph 2.1.4. to the contrary, as long as the Class B membership exists, annexation of any Contiguous Property requires the prior approval of FHA and/or VA.

2.1.5. Declarant's Rights as to the Plan of Development. Declarant expressly reserves the right, as to Avalon, to: (i) commence construction and development of each phase if and when Declarant so desires; (ii) develop any phase before any other phase or develop phases simultaneously; (iii) withhold construction of any phase or any improvements on any portion of Avalon; (iv) sever one or more phases of development into two or more phases; (v) develop Avalon upon such timetable as Declarant, in its sole discretion, chooses; and (vi) modify the plan of development of Avalon in such manner as it, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct any future phases or to construct such phases according to the present plan of development or in accordance with the Site Plan.

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2.2. Land Use Covenants

In consideration of the benefits hereinafter contained and the payment of the various expenses referred to herein, Declarant does hereby declare and the Community Association agrees that portions of Avalon shall be committed to land use as Residential Property and Common Property, as follows:

2.2.1. Residential Property. Portions of Avalon depicted as "Residential Property" on the Site Plan shall be for residential use only and shall be subject to the land use covenants impressed upon Residential Property as contained herein and, if applicable, in a Neighborhood Declaration.

2.2.2. Common Property. The Common Property shall consist of the property described on Exhibit D hereto and depicted on the Site Plan as Common Property. The Common Property shall be used for roadway, landscaping and drainage purposes, **as well as** other proper purposes, by the Community Association and the Home Owners and their family members, guests, invitees and lessees in accordance with the Community Documents. Only those portions of the proposed Common Property which are located within the Property, **as** it may exist from time to time, shall be deemed to be Common Property under these Protective Covenants.

The portions of Avalon described in this Paragraph 2.2.2. shall constitute the Common Property and shall be used solely in accordance with the covenants impressed upon the Common Property as follows:

2.2.2.1. Parking Areas. The "Parking Areas" are those portions of the Property designated as "Parking" on the Site Plan and include individually designated parking spaces. The Parking Areas shall be maintained, administered and ultimately owned by the Community Association.

2.2.2.2. Drives and Roadways. The "Drives" and "Roadways" are those portions of the Property designated on the Plat as "Tract A" or on the Site Plan as "Drives" or "Roadways." The Drives and Roadways shall be used **as** private roads by Declarant, the Community Association and the Home Owners in Avalon, their family members, guests, lessees and invitees in accordance with the provisions of these Protective Covenants. The Drives and Roadways shall be maintained, administered and ultimately owned by the Community Association.

2.2.2.3. Landscaped Areas. The "Landscaped Areas" are those portions of the Common Property designated on the Plat or Site Plan as "Landscaped Areas" to be used, kept and maintained as such by Declarant, the Community Association and the Home Owners in Avalon, their family members, guests, lessees and invitees in accordance with the provisions of these Protective Covenants. The Landscaped Areas shall not include any portion of a Lot which the Lot Owner is required to maintain pursuant to these Protective Covenants. The Landscaped Areas shall be maintained, administered and ultimately owned by the Community Association.

2.2.2.4. Lakes. The portions of Avalon designated on the Plat **as** "Tracts L-1, L-2, L-3 and L-4" or on the Site Plan **as** "Lakes" (the "Lakes") shall always be kept and maintained **as** lakes for water retention, drainage and water management purposes in compliance with all applicable governmental and water management district requirements. The Lakes shall be a part of the Common Property and shall be maintained, administered and ultimately owned by the Community Association. In furtherance of the foregoing, Declarant hereby reserves and grants **an** easement in favor of the Community Association throughout all portions of Avalon for the purpose of maintaining and administering the Lakes and no Home Owner or any Neighborhood Association shall do any act which may interfere with the performance by the Community Association of its obligations hereunder.

Notwithstanding the above, in the event the Community Association fails to properly maintain the Lakes to the standard described in this Article 2.2.2.4., the South Broward Drainage District ("District") has the right to come on the Property to provide such maintenance, the cost thereof to be paid by the Home Owners in the same manner as Assessments are paid pursuant to the Protective Covenants. In such event, the District has the right to use all lake maintenance easements as shown on the Plat and is hereby granted an easement throughout Avalon for such purposes, and neither the Community Association, any Neighborhood Association, or **any** Home Owner shall interfere with the performance of its obligations by the District.

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DECLARANT AND THE COMMUNITY ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR THE LAKES, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS. ANY INDIVIDUAL USING THE LAKES SHALL DO SO AT HIS OWN RISK **AND** HEREBY HOLDS DECLARANT AND THE COMMUNITY ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

2.2.2.5. Landscape Buffer. Those portions of the Site Plan or Plat designated as "Buffer and Landscape Easement" shall be used and maintained by the Community Association in substantially the same fashion as constructed by Declarant.

2.2.2.6. Buffer Areas. Any portion of the Property designated as buffer areas on any Plat or Site Plan ("Buffer Areas") shall be landscaped with such form of ground cover **as** Declarant considers consistent with Declarant's plan for beautification of the Property and shall be grassed, planted and landscaped by the Community Association as such. In addition, Declarant may establish pedestrian rights-of-way upon portions of the Buffer Areas or Property and such areas shall also be part of the Common Property.

2.2.2.7. Automated Gate System. The portions of Avalon designated as entranceways located off Pembroke Road and S.W. 25th Street, also known **as** Miramar Boulevard, have been designed to provide an automated gate system for Avalon. The automated gate system shall be owned and maintained by the Community Association. The entranceways shall be used and maintained by the Community Association in substantially the same fashion as constructed by Declarant. Neither Declarant nor the Community Association makes any representations whatsoever as to the security of the premises or the effectiveness of any automated system. All Home Owners agree to hold Declarant and the Community Association harmless from any loss or claim arising from the occurrence of a crime or other act. The Community Association has the right to hire security personnel to operate the gates at Avalon.

2.2.2.8. Street Lights. All street lights that are placed within the Common Property shall be maintained, administered and ultimately owned by the Community Association.

2.2.2.9. Easements. The easements as shown the Site Plan or Plat as "Drainage Easements," "Lake Maintenance Easements," and "Boat Ramp Easement" shall be maintained, administered and ultimately owned by the Community Association.

2.2.2.10. Right to Add Additional Improvements. Such portions of the Common Property upon which Declarant has constructed, or hereafter constructs, improvements shall be kept and maintained for use in a manner consistent with the nature of such improvements located or to be located thereon. Declarant reserves the right, but shall not be obligated, to construct additional facilities upon the Common Property. The decision **as** to whether to construct additional facilities and the erection thereof shall be in the sole discretion of Declarant.

Notwithstanding any inconsistencies which may exist between the provisions of the Plat and the provisions of these Protective Covenants regarding the maintenance responsibilities of the Community Association, the maintenance responsibilities of the Community Association shall be as set forth in these Protective Covenants.

2.2.3. All costs associated with operating and maintaining the Common Property shall be the obligation of the Community Association. The Common Property shall be conveyed to the Community Association in accordance with the provisions of Paragraph 2.3 hereof.

2.2.4. Private Use. For the term of these Protective Covenants the Common Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Community Association, any Neighborhood Association, and the Home Owners in Avalon, their family members, guests, invitees and lessees, but **in** accordance with these Protective Covenants. Subject to the rights and obligations of the Community Association to maintain the Lakes as aforesaid for water retention, drainage and water management purposes for all of Avalon and the right of the Community Association to adopt rules from time to time with respect to the use of the Lakes for such purposes, the Lakes shall be reserved for the private use and enjoyment of Declarant, the Community Association, any Neighborhood Association, and the Home Owners in Avalon, their family members, guests, invitees and lessees, but only in accordance with these Protective Covenants.

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2.2.4.1. Notwithstanding anything in these Protective Covenants to the contrary, however, Declarant hereby expressly reserves the right to use the Common Property and Residential Property in connection with the sale and marketing by Declarant of Homes in Avalon and other communities developed by Declarant, including, but not limited to, the holding of sales and marketing meetings, sales promotions and related activities.

2.2.4.2. The Common Property shall be for the sole and exclusive use of the Home Owners and residents of Avalon, their guests, invitees and lessees, and their guests, invitees and lessees. However, notwithstanding the foregoing, individual rooms or other facilities contained in buildings now or hereafter constructed on any portion of the Common Property, as well as the various facilities or improvements now or hereafter located on a portion of the Common Property, may be reserved or rented for the exclusive use of the Home Owner(s) reserving or renting same and their guests if the Community Association permits and then only on such terms and conditions as the Community Association deems appropriate.

2.2.4.3. The administration, management, operation and maintenance of the Common Property shall be the responsibility of the Community Association, all as is provided herein and in the Community Documents.

2.2.4.4. The right to use the Common Property shall be subject to the rules and regulations established by the Community Association.

2.2.5. Rules and Regulations. The Community Association by its Board shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same (collectively, the "Community Association Rules") with respect to the use, operation and enjoyment of the Common Property and any improvements located thereon. The rules and regulations so promulgated shall in all respects be consistent with the use covenants set forth in these Protective Covenants and with the architectural and beautification plan for Avalon as may be established by Declarant. The Board may modify, alter, amend and rescind such rules and regulations provided such modifications, alterations, amendments and rescissions are consistent with the use covenants set forth herein and, for as long as Declarant is offering any Homes for sale in Avalon, consented to by Declarant. A Neighborhood Association may promulgate additional rules and regulations with respect to its Neighborhood, provided any such rules and regulations do not conflict with the Community Association Rules, although they may be more restrictive.

2.3. Conveyance of the Common Property

Declarant agrees that it shall convey to the Community Association by quit claim deed, and the Community Association is obligated to accept, fee simple title to the Common Property subject to: (i) the terms and provisions of these Protective Covenants; (ii) all applicable Community Documents; (iii) real estate taxes for the year of such conveyance; (iv) all applicable zoning ordinances; (v) such facts as an accurate survey would show; and (vi) all covenants, easements, restrictions and reservations of record or common to the Property. While Declarant shall have the right to convey all or such portions of the Common Property as Declarant shall from time to time determine, the conveyance of the Common Property shall be effectuated no later than the Turnover Date; provided, however, that those portions of Avalon, if any, which become Common Property subsequent to the Turnover Date shall be conveyed by Declarant within thirty (30) days after the property in question becomes Common Property.

Notwithstanding anything contained herein to the contrary, portions of the Common Property may be dedicated to any public agency, authority or utility subject to such conditions as the Home Owners may agree upon the approval of two-thirds (2/3) of the Lot Owners (excluding the Declarant) as long as Avalon is an approved FHA or VA project, and provided FHA and/or VA and the public agency agree to the dedication. In the event that Avalon is not an approved FHA or VA project, then the Common Property may be dedicated to any public agency, authority or utility as agreed upon by the Board and a majority of the Members, and provided the public agency agrees to the dedication.

CITY OF MIRAMAR'S RESERVATION OF _____ NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THESE PROTECTIVE COVENANTS, THE CITY OF MIRAMAR HEREBY RESERVES THE RIGHT NOW AND IN THE FUTURE NOT TO ACCEPT THE DEDICATION OR CONVEYANCE OF ANY PORTION OR ALL OF THE COMMON PROPERTY, INCLUDING PRIVATE ROADS, DRIVES, SIDEWALKS AND PARKING AREAS IF, IN THE SOLE AND ABSOLUTE DISCRETION OF THE CITY OF

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MIRAMAR, THE COMMON PROPERTY OR ANY SUCH PORTION THEREOF DOES NOT MEET CITY STANDARDS OR HAS NOT BEEN PROPERLY MAINTAINED BY THE COMMUNITY ASSOCIATION AND IS NOT IN A GOOD STATE OF REPAIR.

2.4. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in these Protective Covenants, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with these Protective Covenants and shall not be subject to a contrary determination by the Board.

2.5. Mortgaging of Common Property

As long as Avalon is an approved FHA or VA project, the Common Property cannot be conveyed (except for the conveyance described in Paragraph 2.3 hereof) or mortgaged without the consent of two-thirds (2/3) of all Home Owners (excluding Declarant).

3. EASEMENTS

3.1. Declarant's Right to Grant Easements

Declarant reserves the right for itself to grant such easements over, under, in and upon the Property in favor of Declarant, the Community Association, any Neighborhood Association, their respective designees, Home Owners, and their lessees and their family members, guests and invitees, and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities (including, but not limited to, the installation, maintenance, repair and replacement of a "master" television antenna), cable television facilities, telecommunications, security service and facilities in connection therewith, and access to publicly dedicated streets, and the like. Prior to the Turnover Date, Declarant (and, at Declarant's request, the Community Association) shall execute, deliver **and** impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by Declarant; provided, however, that no such easements shall be granted hereunder with respect to any portion of the Property which shall create a right, nor shall any such easement holder have the right to cause any buildings or other permanent facilities constructed within Avalon in accordance with these Protective Covenants and the other Community Documents to be altered or detrimentally affected by any construction or installation pursuant thereto or any of the facilities, equipment or parts thereof, nor shall an easement holder have the right to construct or install improvements or any parts thereof under any then-existing structures or buildings so built in accordance with the said Community Documents provided that the foregoing shall not preclude Declarant or its successors or assigns or any other easement holder from making minor alterations to then-existing improvements other than buildings (such **as**, but not limited to, alterations or temporary removal of **a** fence or a portion thereof), provided that same is repaired **and/or** restored, as the case may be, by Declarant or its successors or assigns or any other easement holder at their expense within a reasonable time thereafter. After the Turnover Date, such easements and cross-easements for **any** of the foregoing purposes **as** Declarant desires to grant shall be at such location as shall be decided by Declarant with the advice of the Community Association.

3.2. Perpetual Nonexclusive Easement to Public Ways

3.2.1. The walks, streets and other rights-of-way located upon the Common Property now or hereinafter located within Avalon shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets, which easement is hereby created in favor of all of the Home Owners in Avalon now or hereafter existing, for the use of Home Owners, and for the use of their family members, guests, invitees or lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Community Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Property and all easements over and upon same.

3.2.2. Notwithstanding anything to the contrary contained herein, the easements and assignments described and set forth in this Paragraph 3.2 are intended, if, **as** and when submitted to

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condominium ownership as a portion of the condominium property of a condominium, to comply with Section 718.104(4)(m) of the Act with regard to any such condominium.

3.2.3. Notwithstanding anything contained herein to the contrary, if ingress or egress to a Home is through the Common Property, any conveyance or encumbrance of such Common Property is subject to the Home Owner's easement for access.

3.3. Easements for Encroachments

All of the Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Common Property or improvements contiguous thereto or caused by inaccuracies in the building or rebuilding of such improvements or caused by changes in the building design or site plan provided such changes have been approved by the appropriate government authorities. The above easements shall continue until such encroachments no longer exist.

3.4. Easements for Utilities and Services

For the purpose of performing their authorized services and investigations, ingress and egress over and across the Property is hereby granted to: (i) police and other authorities of the law and garbage collection, building, zoning and code enforcement inspectors and other municipal services; (ii) United States mail carriers; (iii) fire protection agencies; (iv) representatives of public utilities, including, but not limited to, telephone, water and electricity and other utilities authorized by Declarant; and (v) any other such persons as Declarant, from time to time, may designate. The Property shall be subject to such easements for utilities as may be required to properly and adequately serve the Property **as** it exists from time to time. Said easements, whether heretofore or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provision of these Protective Covenants, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of these Protective Covenants. Notwithstanding anything herein to the contrary, the terms "utilities" and "services" as used in this Paragraph 3.4 shall not include telecommunications nor include cable or master television services.

3.5. Right of the Community Association and Declarant to Enter Upon the Property

An easement(s) for ingress, egress and access in favor of Declarant, the Community Association or the Committee, and all agents, employees, or other designees of Declarant, the Community Association or the Committee, to enter upon any portion of the Property for the purpose of inspecting any construction, proposed construction, or "Improvements" (**as** defined in Article 8 hereof) or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of a Home Owner, a Neighborhood Association or the Community Association, as applicable. Notwithstanding the foregoing, nothing contained herein shall be interpreted to impose any obligation upon the Community Association, the Committee or Declarant to maintain, repair, or construct any Home or other Improvement which a Home Owner or Neighborhood Association is required to maintain, construct or repair.

3.6. Drainage and Lake Maintenance Easements

An easement(s) for the installation, maintenance, construction and repair of water management and drainage facilities including, but not limited to, canals, pumps, pipes, inlets and outfall structures and all necessary appurtenances thereto and for water retention, irrigation (subject to subparagraph 8.1.28. herein), drainage and water management purposes in compliance with all applicable government requirements. No structure, planting or other material shall be placed or permitted to remain or alteration made to the easement area which may materially change the direction of flow or drainage channels in the easement, or which may materially obstruct or retard the flow of water through drainage channels in the easements without the prior written consent of the applicable government authorities. The easement area on each portion of the Property and any Improvements in it, together with adjacent shoreline, shall be maintained continuously by the owner of such portion of the Property in ecologically sound condition, except for those Improvements for which a public authority or utility company is responsible. Declarant, the Community Association, any Neighborhood Association, and the Home Owners shall have the right to use the Drainage and Lake Maintenance Easements to drain surface water from their Residential Property and the Common Property into the Storm Water Management System. In the event the District or other applicable government authority and/or the Community Association is not satisfied with the

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maintenance of the Lake Maintenance Easement areas, such entities shall have the right to perform such maintenance and charge the owner of the property for such maintenance.

3.7. Reservation of Rights of Declarant

Each Home Owner, by acceptance of a deed therefor and/or of a deed for a Lot, whether or not it shall be so expressed in any such deed or other conveyance, consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Declarant pursuant to the provisions of this Article 3 with all such rights, privileges, easements and rights-of-way being deemed reserved to Declarant and excepted from any conveyance or dedication by Declarant of any portion of the Property.

To the extent that the creation of any easements permitted to be created hereunder require the joinder of Home Owners by separate instruments, Declarant, by its duly authorized officers may, as the agent or the attorney-in-fact for the Home Owners, execute, acknowledge and deliver such instruments and the Home Owners, by the acceptance of deeds to their Homes and/or Lots, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Paragraph 3.7 shall recite that it is made pursuant to this Paragraph 3.7.

3.8 Reservation for Periodic Inspections

Declarant shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any part of the Common Property and improvements thereon in order to ascertain the physical condition of the Common Property and improvements thereon and to determine whether maintenance, repair or replacement of the Common Property or improvements thereon is indicated. If Declarant conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Property to its condition immediately prior to the inspections and tests, and shall indemnify the Community Association and the Home Owner(s) of any affected Home from any damages resulting therefrom. Declarant hereby reserves the right of entry on, over, under, across and through the Property as may be reasonably necessary for the foregoing purposes.

4. THE COMMUNITY ASSOCIATION

4.1. Membership

4.1.1. Each Home Owner shall be a Member of the Community Association. A Home Owner, by acceptance of a deed or other instrument evidencing his ownership interest in a Home and/or Lot, and whether or not stated therein, acknowledges the authority of the Community Association as stated in these Protective Covenants as the same may be amended or supplemented from time to time, and agrees to abide by and be bound by the provisions of the Community Documents. In addition, the family, relatives, guests, invitees and lessees of the Home Owners (and the family, relatives, guests, and invitees of the lessees), shall, while in or on any part of the Property, abide and be bound by the provisions of the Community Documents. A Home Owner may also be a member of a Neighborhood Association.

4.1.2. The Members shall consist of Declarant, for so long as Declarant owns any Homes, and the Home Owners. The rights of the Members regarding voting, corporate meetings, notices and other Community Association matters shall be as set forth in the Community Documents.

4.2. Board

The Community Association shall be governed by the Board, which shall be appointed, designated or elected as set forth in the Articles and Bylaws.

4.3. Services

The Community Association may perform any of the following services:

4.3.1. Provide maintenance of the Common Property and any other areas specifically designated herein or in an amendment or supplement hereto or in a Neighborhood Declaration or amendment thereto (consented to in writing by Declarant) as the maintenance responsibility of the Community Association. The Community Association may, to the extent permitted by the

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appropriate government authority, also provide maintenance of all city, County, district or municipal properties including, but not limited to, publicly dedicated rights of way which are located within or in reasonable proximity to the Property to the extent that their deterioration would adversely affect the appearance of the Property. Subject to the approval of the Committee, the Community Association shall adopt and may amend and/or supplement standards of maintenance and operation applicable to the Property which is the maintenance responsibility of an entity or person other than Declarant to assure that such maintenance responsibilities are carried forth in a manner so as to maintain the beauty and aesthetic quality of Avalon as established by Declarant.

4.3.2. Provide maintenance of any real property located within Avalon upon which the Community Association has accepted, in a Supplement hereto or in another writing, an easement for said maintenance.

4.3.3. Provide maintenance, monitoring and testing of the Storm Water Management System, waterways and Lakes within the Property, and maintenance of the Storm Water Management System, drainage area, retention ponds, waterways or Lakes within the Property, if and to the extent permitted or required by any government authority having jurisdiction thereof.

4.3.4. Provide insect, pest and aquatic control to the Common Property to the extent that it is necessary or desirable in the judgment of the Community Association to supplement any service provided by the State and local governments in relation thereto.

4.3.5. Take any and all actions the Board deems necessary to enforce all covenants, conditions and restrictions affecting any part of the Property and to perform any of the functions or services delegated to the Community Association in any of the Community Documents.

4.3.6. Conduct the business of the Community Association, including, but not limited to, the hiring of professionals to provide services such as legal, accounting, financial and communication services and inform Members of activities, meetings and other important events as the Board deems necessary or appropriate.

4.3.7. Purchase general liability and hazard insurance covering improvements and activities on the Common Property.

4.3.8. Publish and enforce, as the Community Association deems necessary, the Community Association Rules.

4.3.9. Provide and maintain lighting of roads, sidewalks and bike paths, if any, throughout the Common Property.

4.3.10. Provide garbage and trash collection and disposal unless provided by a government entity. Home Owners shall be required to conform to the rules of the Community Association dealing with such collection, including manner and place of collection for each Home.

4.3.11. Construct, repair and maintain improvements on the Common Property.

4.3.12. Provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Community Association mandate to keep and maintain the Common Property in a proper and aesthetically pleasing condition and to provide the Home Owners with services, amenities, controls and enforcement which will enhance the quality of life at Avalon.

4.3.13. Enter into a professional management contract for the management and maintenance of the Common Property. Any such contract must include a right of termination clause that the Community Association may exercise at any time after the transfer by Declarant of control of the Community Association. This right of termination must not require the payment of any penalty or an advance notice of more than ninety (90) days.

4.3.14. Establish a transportation system for Avalon.

4.3.15. Hire security services to be used at the main entrances to the Property.

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4.4. Obligation of the Community Association

4.4.1. The Community Association may carry out the functions and services as specified in this Article 4 to the extent such functions and services can be provided with the proceeds first from Individual Home Assessments and then, if necessary, from Special Assessments. The functions and services referred to in this Article 4 to be carried out or offered by the Community Association at any particular time shall be determined by the Board, which shall take into consideration the proceeds of Assessments, the needs of the Members, and of Avalon. The functions and services which the Community Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board, except that the Community Association shall be obligated to perform the functions necessary to maintain the Storm Water Management System as described in subparagraph 4.3.3 above, unless the County and/or the applicable government authority relieves the Community Association from such obligations.

4.4.2. Conveyance to the Community Association

The Community Association is obligated to accept any and all conveyances to it by Declarant of a fee simple title, easements or leases to all or portions of the Common Property.

4.4.3. Conveyance by the Community Association

The Community Association is empowered to delegate any of its functions or convey any of its property to any government entity as may be required or deemed necessary from time to time, and subject to acceptance by such government entity, subject to and 2.5 hereof. The Community Association reserves the right to convey any property or personal property to a Home Owner or Neighborhood Association located within Avalon, which must accept any such conveyance, subject to Paragraphs 2.3 and 2.5 hereof.

5. COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

5.1. Affirmative Covenant to Pay Operating Expenses

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Community Documents; and (ii) maintain, operate and preserve the Common Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and lessees, there is hereby imposed upon each Home and each Home Owner, from and after the recordation of these Protective Covenants in the Public Records of the County, the affirmative covenant and obligation to pay to the Community Association (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments, the Individual Expense Assessments, Guaranteed Assessments and Special Assessments. Each Home Owner, by acceptance of a deed or other instrument of conveyance conveying a Home and/or Lot within the Property from Declarant, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Community Association all Assessments for Operating Expenses in accordance with the provisions of the Community Documents.

5.2. Establishment of Liens

Any and all Assessments made by the Community Association in accordance with the provisions of the Community Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Home against which each such Assessment is made. Each Assessment against a Home, together with Interest thereon, and other costs of collection including, but not limited to, Legal Fees, shall be the personal obligation of the Home Owner of such Home. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Community Association setting forth the amount due to the Community Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Home as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Home or chargeable to the former Home Owner thereof which

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became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Home in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

5.3. Collection of Assessments

In the event any Home Owner shall fail to pay any Assessment, or installment thereof, charged to such Home Owner within fifteen (15) days after the same becomes due, then the Community Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Community Association:

(i) To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

(ii) To advance on behalf of the Home Owner(s) in default funds to accomplish the needs of the Community Association up to and including the full amount for which such Home Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Community Association and such advance by the Community Association shall not waive the default.

(iii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Community Association in like manner as a foreclosure of a mortgage on real property.

(iv) To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights or rights of foreclosure in the Community Association.

(v) To charge Interest on such Assessment from the date it becomes due, as well as a late charge as provided in the Bylaws to defray additional collection costs.

5.4. Collection by Declarant

In the event for any reason the Community Association shall fail to collect the Assessments, then, in that event, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Community Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant; using the remedies available to the Community Association against a Home Owner as set forth in Paragraph 5.3, which remedies (including, but not limited to, recovery of Legal Fees) are hereby declared to be available to Declarant.

5.5. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home(s). Further, Declarant and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Community Association where the same are overdue and where lapses in policies or services may occur. Declarant and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Community Association will be entitled to immediate reimbursement from the Community Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Community Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

5.6. Declarant Exemption

Notwithstanding anything herein to the contrary, Declarant shall not be liable for any Assessments as long as Declarant pays all deficits in operation of the Association above the Assessments received from other Home Owners. In calculating such deficit, only actual expenses (excluding Special Assessments) shall be computed. Declarant may at any time and from time to

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time be relieved of all obligations to fund deficits by electing, for any Assessment periods, to pay Assessments imposed upon Homes for which it is an Owner.

5.7. Collection by and for the Community Association

The Community Association, upon the request of a Neighborhood Association created within Avalon, may, but shall not be obligated to, collect all regular monthly or quarterly assessments (excluding special assessments and capital contributions), as applicable, for such Neighborhood Association(s). Each Home Owner will receive one statement each quarter or month, as applicable, from the Community Association which lists the amount owed to the Neighborhood Association and the amount owed to the Community Association. In the event that the Community Association collects the Neighborhood Association's assessments, each Home Owner governed by the requesting Neighborhood Association will send the Community Association two (2) checks each month or quarter, as applicable, one for the Neighborhood Association's assessment and one for the Community Association's Assessment. These checks will then be deposited in the appropriate account for each association.

Alternatively, upon the request of the Community Association, a Neighborhood Association shall collect all regular monthly or quarterly Assessments for Operating Expenses levied by the Community Association against the members of the Neighborhood Association, such Community Association Assessments to be payable by a separate check, which will then be remitted by the Neighborhood Association to the Community Association.

6. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

6.1. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Community Documents. Each Completed Home and Uncompleted Home shall be assessed its *pro rata* portion of the Operating Expenses, which shall be the "Individual Home Assessment" as to each. The Individual Home Assessment shall be based upon the level of service and state of the Home's development, with a Completed Home Owner paying on a ten to one (10:1) ratio as compared to an Uncompleted Home Owner. Therefore, the Operating Expenses shall be divided by the total number of Completed Homes multiplied by ten (10) plus the total number of Uncompleted Homes. The quotient thus arrived at shall be the Individual Home Assessment for an Uncompleted Home, and said quotient multiplied by ten (10) shall be the Individual Home Assessment for a Completed Home. The number of Completed Homes and Uncompleted Homes shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has completed all of the Homes, each shall be a Completed Home and the Individual Home Assessment shall be equal for each. Notwithstanding anything in the Community Documents to the contrary, any assessment for legal expenses incurred by the Community Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment. For the purposes of Assessments, the number of Homes contained in any structure which is subsequently destroyed, damaged or demolished shall be the number of Homes originally constructed within such structure until such time as such structure is replaced and a new Certificate of Occupancy is issued or amendment to a Neighborhood Declaration is rendered to evidence the revision in the number of Homes, whereupon the number of Homes contained in the replaced structure shall be used in computing the number of Homes.

6.2. Assessment Payments

The Individual Home Assessments shall be payable monthly or quarterly, in advance, on the first day of each month or quarter. The Individual Home Assessments, and the monthly installments thereof, as well as all Assessments provided for herein and all installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of the Homes as to the number of Completed Homes and Uncompleted Homes (thus apportioning all such Assessments and installments thereof among all Homes in existence at the time such installment is due) or changes in the Budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required. When a Home becomes a Completed Home during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Home shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Homes in existence at the time of such Assessment, prorated from the date the Home became a Completed Home

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through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Home became a Completed Home or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Home based upon the Home's status as an Uncompleted Home, prorated from the date the Uncompleted Home became a Completed Home to the end of the period in question, shall be credited against such amount owed as a Completed Home.

6.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Community Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Common Property or the cost (whether in whole or in part) of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any "Individual Home Assessment" or "Guaranteed Assessment" as hereinafter defined. Any such Special Assessments assessed against Homes and Home Owners thereof shall be paid by such Home Owners in addition to any other assessments. Special Assessments shall be assessed in the same manner as Individual Home Assessments; provided, however, a Special Assessment for capital improvements may not be assessed to Declarant or against Homes owned by Declarant without the consent of Declarant. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Except as set forth above with respect to Special Assessments against Declarant, the levying of any Special Assessment after the Turnover Date in an amount in excess of five percent (5%) of the Budget for Operating Expenses then in effect shall require the affirmative vote of at least a majority of the Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. The Board, in its sole discretion, may levy a Special Assessment in an amount up to five percent (5%) of the Budget for Operating Expenses in any calendar year without a vote of the Owners. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without the consent of the Owners.

6.4. Individual Expense Assessments

Individual Expense Assessments include any Assessment levied against any Home Owner occasioned by such Home Owner's or any such Home Owner's family members', guests', invitees' or lessees' and their family members', guests' and invitees' use, maintenance, or treatment of the Common Property and/or Residential Property or such person's non-compliance with the Community Documents including, but not limited to, non-compliance of Homes and any other "Improvements" (as defined in subparagraph 8.1.19. herein) or personal property contained therein with the standards set forth in the Community Documents, or as adopted from time to time by the Community Association or the Committee pursuant thereto, which causes the Community Association, Declarant or the Committee to incur additional costs and expenses which would not have been incurred if the Home Owner or the Home Owner's family members, guests, invitees or lessees and their family members, guests and invitees had been in compliance with the foregoing ("Noncompliance"). The amount of the Individual Expense Assessment(s) shall be equal to any such additional costs incurred. The Individual Expense Assessment and any late charges relating thereto shall be assessed against the Home Owner(s) in Noncompliance and collected and enforced in the same manner as any other Assessments hereunder as provided herein.

The Community Association agrees to reimburse Declarant out of funds received by the Community Association from Individual Expense Assessments levied therefor for any cost incurred by Declarant, including Legal Fees, as a result of such Noncompliance.

Individual Expense Assessments shall also include a Home Owner's *pro rata* share, as determined by the Community Association, of such amounts as are billed directly to the Community Association and due from the Community Association in the event the Community Association enters into a contract with a cable television company or other entity, including Declarant, in order to make cable television service and/or any related telecommunication services available to all Homes pursuant to an agreement ("Cable Agreement") which provides that the Community Association shall be billed directly for all or certain of the cable television services and/or related services rendered by the cable company to Homes.

Notwithstanding anything to the contrary contained herein, it is recognized and declared that Individual Expense Assessments shall be in addition to and not a **part** of any other

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Assessment; any such Individual Expense Assessment assessed against a Home Owner shall be paid by such Home Owner in addition to any other Assessment.

6.5. Liability of Home Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Home and/or Lot in the Property, each Home Owner thereof acknowledges that each Home and the Home Owners thereof are jointly and severally liable for their own Individual Home Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Home Owners further recognize and covenant that they are jointly and severally liable with the Home Owners of all Homes for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Home Owner, for himself and his heirs, executors, successors and assigns, that, in the event a Home Owner fails or refuses to pay his Individual Home Assessment or any portion thereof or his respective portion of any Special Assessment or any other Assessment, then the other Home Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Home Owners, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Community Association and Declarant in the same manner as all other Assessments hereunder as provided in the Community Documents.

6.6. Guaranteed Assessment During Guarantee Period

Declarant covenants and agrees with the Community Association and the Home Owners that for the period commencing with the date of recordation of these Protective Covenants and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) December 31, 1996 ("Guarantee Period"), that the Individual Home Assessment will not exceed the dollar amount set forth in the initial Budget of the Community Association for the monthly or quarterly assessment ("Guaranteed Assessment") and that Declarant will pay the difference, if any, between (a) the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Community Association during the Guarantee Period, and (b) the amounts assessed as Guaranteed Assessments against a Home and the "Working Capital Contributions" set forth in Paragraph 6.8 hereof which will be used to defray initial start-up expenses. The initial Budget is based on a of Avalon. Thus, during the Guarantee Period, Home Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment, Individual Expense Assessment, if any, and Special Assessments and their respective Working Capital Contributions. Declarant hereby reserves the right to (a) extend the Guarantee Period to a date ending no later than the Turnover Date and (b) increase the amount of the Guaranteed Assessment due during any such extended Guarantee Period, in Declarant's sole discretion, by providing written notice to the Community Association of such election at least thirty (30) days prior to the expiration of a Guarantee Period.

After the Guarantee Period terminates, each Home Owner shall be obligated to pay Assessments as set forth in Paragraph 6.1 hereof.

6.7. Declarant's Guaranteed Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Home Owner by the acceptance of a deed or other instrument of conveyance of a Home and/or Lot within the Property shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring title to any part of the Property by reason of the foreclosure or otherwise shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Community Documents; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Homes and the Home Owners thereof during the Guarantee Period as may be provided for in any of the Community Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Declarant to guarantee the amount of the Assessments as herein provided. Additionally, a successor Declarant shall not guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Community Documents or to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed

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against Homes and the Home Owners thereof during the Guarantee Period unless such obligation is assumed by such successor Declarant.

6.8. Working Capital Contribution

Each Home Owner who purchases a Home and/or Lot from Declarant shall pay to the Community Association at the time legal title is conveyed to such Home Owner a "Working Capital Contribution." The Working Capital Contribution shall be an amount equal to a two months' share of the annual Operating Expenses applicable to a Completed Home pursuant to the initial Budget (which may be different from the Budget in effect at the time of closing). The purpose of the Working Capital Contribution is to insure that the Community Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Capital Contributions are not advance payments of Individual Home Assessments and shall have no effect on future Individual Home Assessments.

6.9. Exempt Property

Any and all Homes and/or Lots or other portions of the Property which may from time to time be withdrawn from the provisions of these Protective Covenants by Declarant shall be exempt from assessment under the provisions hereof.

7. OPERATING EXPENSES

The following operating expenses of the Community Association are declared to be Operating Expenses which each Home Owner is obligated to pay to the Community Association as provided in these Protective Covenants and the Community Documents.

7.1. Taxes

Any and all taxes levied or assessed at any and all times by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments by water drainage districts, and in general all taxes and ~~tax~~ liens which may be assessed against the Common Property and against any and all personal property and improvements, which *are* now *or* which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon, shall be considered Operating Expenses.

7.2. Utility Charges

All charges levied for utilities providing services for the Common Property whether they are supplied by a private or public firm shall be considered Operating Expenses. It is contemplated that this obligation will include all charges for water, **gas**, electricity, telephone, sewer and any other type of utility or any other type of service charge.

7.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under these Protective Covenants and the premiums on any policy or policies the Community Association determines to maintain even if not required to be maintained by the specific terms of these Protective Covenants shall be Operating Expenses.

7.4. Destruction of Buildings or Improvements

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any building upon the Common Property by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, shall be Operating Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Community Association who shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Community Association shall pay into such account, either in addition to the insurance proceeds or in the event there are no insurance proceeds, such sums **as** may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Operating Expenses but shall be raised by the Community Association under the provisions for

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as provided in Paragraph 6.3 of these Protective Covenants and subject to the limitations therein set forth with respect to Special Assessments. The Community Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed within nine (9) months from the date of damage.

7.5. Maintenance, Repair and Replacements

Operating Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, improvements, personal property and furniture, fixtures and equipment upon the Common Property, including landscaping and lawn and sprinkler service, in a manner consistent with the development of Avalon and in accordance with the covenants and restrictions contained herein, and in conformity with all orders, ordinances, rulings and regulations of any and all federal, state, County and city governments having jurisdiction thereover as well as the statutes and laws of the State of Florida and the United States. This shall include any expense attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing Avalon pursuant to agreements with utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Paragraph 6.3 of these Protective Covenants and subject to the limitations thereon set forth with respect to Special Assessments.

7.6. Indemnification

The Community Association covenants and agrees that it will indemnify and save harmless Declarant and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Property or the appurtenances thereto, and from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. The costs of fulfilling the covenant of indemnification herein set forth shall be deemed to be Operating Expenses, and, further provided, that Declarant shall not be liable for any Assessment arising therefrom for Homes and/or Lots which Declarant may own.

Included in the foregoing provisions of indemnification are any expenses that Declarant may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in these Protective Covenants to be kept and performed by the Community Association.

7.7. Administrative and Operational Expenses

The costs of administration of the Community Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Community Association shall be deemed to be Operating Expenses. In addition, it is contemplated that the Community Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Declarant) to assist in the operation of the Common Property and other obligations of the Community Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be **part** of the Operating Expenses hereunder.

7.8. Compliance with Laws

The Community Association shall take such action as it determines necessary or appropriate in order for the Common Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state, county or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Community Association shall be an Operating Expense.

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7.9. Failure or Refusal of Home Owners to Pay Individual Home Assessments

Funds needed for Operating Expenses due to the failure or refusal of Home Owners to pay the Assessments levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Home Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon.

7.10. Extraordinary Items

Extraordinary items of expense under these Protective Covenants such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Homes owned by Declarant set forth in Paragraph 6.3.

7.11. Costs of Reserves

7.11.1. General Reserves. The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair, and replacement of the Common Property and the facilities and improvements thereupon, excluding the "Roadway Reserves" described hereinbelow, in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Community Association on account of Reserves shall be and shall remain the exclusive property of the Community Association and no Home Owner shall have any interest, claim or right to such Reserves or any fund composed of same. Notwithstanding the foregoing, nothing contained herein shall require the Board to collect Reserves from the Home Owners.

7.11.2. Reserve for the Maintenance and Repair of the Private Drives, Roadways, and Parking Areas. The Community Association shall set up and adequately fund a separate reserve account for the purpose of repairing, maintaining and replacing the Common Property private drives, sidewalks, parking areas, roadways and any other improvements located within the right-of-way ("Roadway Reserves"). The Roadway Reserves expenses shall be included in all Community Association Budgets and shall be funded through Assessments as an Operating Expense. The monies collected by the Community Association on account of Roadway Reserves shall be and shall remain the exclusive property of the Community Association and no Home Owner shall have any interest, claim or right to such Roadway Reserves or any fund composed of same.

7.12. Miscellaneous Expenses

The cost of all items of costs or expense pertaining to or for the benefit of the Community Association or the Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

8. PROVISIONS FOR THE PRESERVATION OF THE VALUES AND AMENITIES OF AVALON

8.1. Occupancy and Use Restrictions.

For purposes of this Article 8, unless the context otherwise requires, Home Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Home Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Paragraph 8.1.34 hereof:

8.1.1. Single-Family Use. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in Avalon except as such occupation or activity is permitted to be carried on by Declarant under these Protective Covenants. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

8.1.2. Nuisance. Subject to reasonable construction activities, no obnoxious or offensive activity shall be carried on about the Property or in or about any improvements, Homes, or on any portion of Avalon, nor shall anything be done therein which may be or become an

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unreasonable annoyance or a nuisance to any Home Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Home Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Home Owner shall be located, used or placed on any Home, or exposed to the view of other Home Owners, without the prior written approval of the Committee.

8.1.3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. Each portion of the Property will be subject to, and the Community Association and each Home Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other government and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any government agency having jurisdiction thereover relating to any Home shall be corrected by, and at the sole expense of, the Home Owner of such Home.

8.1.4. Leases. No portion of a Home (other than an entire Home) may be rented. All leases shall provide that the Community Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of these Protective Covenants, the Articles, Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Homes. The Home Owner of a leased Home shall be jointly and severally liable with his tenant to the Community Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Community Association whether before or after such lease was entered into.

In the event that a Home Owner is delinquent in the payment of his Assessments, the Community Association has the right to require such Home Owner's tenant, if any, by written notice to such tenant, to pay directly to the Community Association the rental fees ("Rent") due for such Home. The Community Association shall then deduct the delinquent Assessments for the Home from the Rent and forward the balance of the Rent to the Home Owner. All leases entered into by a Home Owner shall be deemed to automatically incorporate this provision and all Home Owners hereby appoint the Community Association its agent for such purpose.

8.1.5. Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for Declarant's acts and activities with regard to the development of Avalon, no improvements (including, but not limited to, driveways, pools, fences and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from Avalon and no change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within Avalon without prior written consent of the Committee.

8.1.6. Antenna and Aerial. No antennae, aerals or the like shall be placed upon Avalon (unless wholly contained within a Home and not visible from outside the Home), except as may be required in connection with the provision of a cable television or master antenna system servicing Avalon. No solar collector panels shall be installed on any Home unless the location, design and appearance thereof has been approved in writing by the Committee.

8.1.7. Garbage and Trash. Each Home Owner shall regularly pick up all garbage, trash, refuse or rubbish around his Home and Lot, and no Home Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Avalon, including any Common Property or any property contiguous to Avalon. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Home in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash receptacles must be removed on the collection day after the pick up. All garbage, trash, refuse or rubbish must be placed in appropriate trash receptacles or bags. All containers, dumpsters and other trash collection receptacles shall be approved by the Committee. All containers, dumpsters or other garbage receptacles shall be stored inside a Home or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

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8.1.8. Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within Avalon without the prior written consent of the Committee.

8.1.9. Signs. A Home Owner, other than Declarant, shall not display any sign, advertisement or notice of any type in Avalon except as may be previously and specifically approved in writing by the Committee, provided, however, the Committee approval shall not be required to display "For Sale" signs.

8.1.10. Animals and Pets. Only common household pets (i.e., dogs, cats, birds and fish) may be kept in any Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of Avalon. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Community Association. Under no circumstances may a pit bull be permitted on any portion of Avalon. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept outside of a Home or in any screened area unless someone is present in the Home.

Any pet must not be an unreasonable nuisance or annoyance to other Home Owners in Avalon. All Home Owners shall immediately pick up and remove any solid animal waste deposited by his pet. If any pet interferes with the Community Association's maintenance responsibility, the applicable Home Owner will be required to assume the obligations for such maintenance, without reduction in Assessments for Operating Expenses.

Each Home Owner who determines to keep a pet thereby agrees to indemnify the Community Association and Declarant and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in Avalon.

8.1.11. Clotheslines. No clothesline or clothes drying which is visible from outside a Home shall be undertaken or permitted on any portion of Avalon.

8.1.12. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Avalon except in connection with construction, development, leasing or sales activities permitted under these Protective Covenants or with the prior written consent of the Committee. No temporary structure may be used as a residence.

8.1.13. Lakes. Home Owners shall be permitted to operate non-motorized watercraft upon any Lake located within Avalon only with the prior approval of the Committee. Non-motorized boats may not be stored on the Common Property. Motorized watercraft are prohibited. No docks shall be constructed within or adjacent to any Lake. The single-family Homes are prohibited from using the Lakes for irrigation purposes. No swimming is permitted in the Lakes.

8.1.14. Garages. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space without the consent of the Committee. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

8.1.15. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements.

8.1.16. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Home Owner shall make any improvement, addition, or alteration to the exterior of his Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, without the prior written approval of the Committee as set forth in these Protective Covenants, which approval may be withheld for purely aesthetic reasons.

8.1.17. Increase in Insurance Rates. No Home Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Home Owner.

8.1.18. Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property.

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Activities of Declarant in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps for sprinkler systems as set forth in subparagraph 8.1.28 hereinbelow in compliance with applicable government requirements be deemed a Mining Activity.

8.1.19. Maintenance of Property. The Property and "Improvements" (as hereinafter defined) thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said property shall be permitted to grow to a height in excess of four inches (4") for improved property and ten inches (10") for unimproved property. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Property owned by Declarant or its nominees through the period of construction of Homes or other Improvements upon the Property. During construction of a Home or other Improvement upon any portion of the Property, the Home Owner thereof shall be required to maintain said property in a clean condition and, except for the initial construction of Homes on the Residential Property by Declarant or its nominees, to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Property must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Property, as evidenced by issuance of a certificate of occupancy or equivalent therefor, if applicable.

"Improvement" as used herein means any Home, building, structure or improvement of any kind including, but not limited to, any wall, fence, landscaping, planting, topographical feature, mailbox, swimming pool, tennis court, screen enclosure, driveway, sidewalk, sewer, drain, water area, outside lighting or sign and any alteration or addition thereto.

Upon the failure of a Home Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of these Protective Covenants and to the satisfaction of the Community Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Community Association, unless a longer period is authorized by the Community Association, the Community Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Home Owner who is required to perform such maintenance. If any Home Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Community Association, then the payment requested shall be collected as an Individual Expense Assessment from such Home Owner and the Community Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of these Protective Covenants.

8.1.20. Subdivision and Partition. No Lot on the Property shall be subdivided without the Committee's prior written consent except by Declarant.

8.1.21. Casualty Destruction to Improvements. In the event a Home(s) and/or other Improvement(s) upon the Residential Property is damaged or destroyed by **casualty**, hazard or other loss then, within a reasonable period of time after such incident, the Home Owner(s) thereof and/or the Community Association or the Neighborhood Association, if applicable, responsible for the maintenance thereof shall either commence to rebuild or repair the damaged Home(s) or Improvement(s) upon obtaining Committee approval, if required hereunder, diligently continuing such rebuilding or repairing activities to completion or, upon a determination by the Home Owner(s) thereof that the Home(s) or Improvement(s) will not be repaired or replaced, promptly clear the damaged Home(s) or Improvement(s) and grass over and landscape such Residential Property **as** applicable, in a sightly manner consistent with Declarant's plan for beautification of Avalon. Any damaged or destroyed Home(s) and other Improvements shall only be repaired or replaced with Home(s) and other Improvements of a similar size and type as those damaged or destroyed and without substantial alteration from what was existing prior to the damage or destruction, unless the prior written approval of the Committee is obtained.

8.1.22. Common Property. Nothing shall be stored and/or constructed within or removed from the Common Property other **than** by Declarant, except with the prior written approval of the Committee.

8.1.23. Lake Maintenance Easement. Any Improvement on a Residential Property which is placed within a Lake Maintenance Easement shall be removed, if required by the

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Community Association. The cost of such removal shall be paid by the Home Owner(s) of such Home which caused such Improvement as a Individual Expense Assessment.

8.1.24. Boats, Recreational Vehicles and Commercial Vehicles. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and side windows, and other vehicles manufactured and used as private passenger vehicles, may be parked within Avalon overnight without the prior written consent of the Board, unless kept within an enclosed garage. In particular and without limitation, without the prior written consent of the Board, no vehicle containing commercial lettering, signs or equipment, and no truck, recreational vehicle, camper, trailer, or vehicle other than a private passenger vehicle as specified above, and no boat, may be parked or stored outside of a Home overnight. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with services to, Avalon.

8.1.25. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas in the streets, drives, swales, alleys or parkways in or abutting such Residential Property. The foregoing, however, shall not: (i) apply to Home Owners who have construction in progress on their particular Home; (ii) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and by short term visitors; (iii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Avalon until it can be towed away; (iv) apply to vehicles owned by public law enforcement agencies, which vehicles are expressly permitted; and (v) apply to vehicles used in connection with construction, development or sales activities permitted under these Protective Covenants.

No person, firm or corporation shall maintain or repair my vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant, its successors, nominees or assigns, and the Community Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at Avalon. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Home Owner or his family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Community Association or Declarant.

8.1.26. Window Decor. All draperies, curtains, shades or other window or door coverings installed within a Home which are visible from the exterior of the Home shall have a white or beige backing, unless otherwise approved in writing by the Committee. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted, except for periods not exceeding two (2) weeks after a Home Owner or a lessee first moves into a Home or when permanent window treatments are being cleaned or repaired.

8.1.27. Board's Rule-Making Power. The foregoing use restrictions shall not be deemed to be all-inclusive nor to restrict the right of the Community Association to adopt such reasonable rules and regulations governing the use of Avalon as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful Avalon residents without discriminating on the basis of whether a Home is occupied by a Home Owner or his lessee; and (iii) for so long as Declarant holds any Homes within Avalon for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant shall approve any such amendment which does not adversely affect sales of Homes. The determination of whether a regulation is detrimental to sales shall be within Declarant's sole discretion.

8.1.28. Water Supply. No individual water supply system for drinking purposes or household use shall be permitted on any Residential Property. This provision however, shall not preclude the installation of any water supply system for irrigation or sprinkler purposes; provided, that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and the applicable government authorities so as to prevent discoloration of the Homes, and the Common Property, as the case may be, resulting from the high mineral content which may be present in such water supplies. Should Declarant or the Community Association install in Avalon a water supply system ("System") designed to provide water for purposes to Avalon, then no individual water supply system for irrigation

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or sprinkling shall be allowed and the Residential Property shall obtain water for landscape maintenance and sprinkling purposes from the System for the reason set forth hereinabove if such System is available. For a period of time, Home Owners may be able to use water from the Lakes for irrigation purposes at no cost. The City of Miramar, however, may require the use of greywater for irrigation of Avalon, in which case such a system shall be installed and Home Owners will be billed for such water use.

8.1.29. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

8.1.30. Satellite Dish. Satellite dishes no larger than eighteen (18) inches in diameter are permitted on a Lot upon obtaining the prior written approval of the Committee .

8.1.31. Lakefront Residential Property. Unless the written consent of the Committee is obtained and all necessary government approvals are obtained thereafter: (a) no boat house, dock, building, landing, mooring pile, pier or ramp for boats or aircraft shall be erected on or adjoining any Lakefront Residential Property; (b) no Lakefront Residential Property shall be increased in size by filling in the water on which it abuts; (c) no boat canal or other waterway shall be dug or excavated into any Lakefront Residential Property; and (d) the shoreline slope of any Lakefront Residential Property shall not be altered in any manner whatsoever.

8.1.32. Fencing. All fencing on the Lots shall be either: (a) beige painted metal shadowbox, or (b) chain link, with appropriate landscaping. No fencing shall exceed six feet (6') in height or deviate from the foregoing without the prior written approval of the Committee.

8.1.33. Compliance with Documents. Each Home Owner and his family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Community Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Home Owner responsible for, or connected in any manner with, such individual's presence within Avalon. Such Home Owner shall be liable to the Community Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Common Property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties, as an Individual Expense Assessment.

8.1.34. No Implied Waiver. The failure of the Community Association or Declarant to object to a Home Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Community Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Community Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Community Documents.

8.1.35. Certain Rights of Declarant. The provisions, restrictions, terms and conditions of this Paragraph 8.1 shall not apply to Declarant as a Home Owner.

8.2. Architectural Control Committee; Improvements to Homes, Etc.

In order to preserve the values and provide for the uniform appearance of Avalon, the architectural review and control functions of Declarant and the Community Association herein set forth shall be administered and performed by the Committee, which shall be established as follows:

8.2.1. The Committee. Initially, the Committee shall consist of not less than three (3) nor more than seven (7) members designated by Declarant who may be employees of Declarant or members of the Board but who need not be Home Owners or members of the Board. Declarant shall retain the power to replace such designees and may in its discretion increase the number of members on the Committee. Upon the resignation or replacement of any member of the Committee, the Board shall place or cause to be placed in the books of the Community Association a notice of such resignation or replacement, together with a Notice of Appointment as to the successor of the departing Committee member, both of which shall be signed by the Declarant or its assignee pursuant to subparagraph 8.2.1.1 hereof.

8.2.1.1. For so long as Declarant is entitled to select members of the Committee, Declarant may, at Declarant's sole discretion and for such period as Declarant may determine, assign said right to appoint Committee members to a management or other non-Declarant entity. Said assignee shall be solely responsible for the selection and actions of the committee

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during the period of assignment. Notice of such assignment shall be given to the Board who shall place or cause to be placed such notice in the books of the Community Association.

8.2.1.2. Notwithstanding anything herein to the contrary, at such time as Declarant no longer owns any portion of the Property, or when Declarant voluntarily so elects, whichever shall first occur ("Committee Turnover Date"), Declarant shall assign to the Community Association the right to appoint members of the Committee, whereupon the Board shall thereafter appoint the members of the Committee. Since Avalon contains three (3) different styles of Homes, there shall be a representative from each style of Home on the Committee.

8.2.2. Committee Action. A majority of the members of the Committee may designate a member of the Committee to act for it subject to Declarant's approval. Approval or disapproval by a majority of the members of the Committee shall constitute the official approval or disapproval of the Committee. In the event of death or resignation of any member of the Committee prior to the assignment of Declarant's right to appoint Committee members pursuant to subparagraph 8.2.1.2 hereinabove, Declarant shall have the full authority to designate a successor.

8.2.3. Requirement of Committee Approval. Except for Homes and Improvements constructed, installed or placed by or with the approval of Declarant and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Declarant (collectively, "Declarant Improvements"), which Declarant Improvements are not subject to the approval of the Committee and are hereby deemed to conform to the Plan of Development for Avalon, no Improvements of any kind including, without limitation, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, fence, swimming pool, tennis court or screened enclosure shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home in a color other than the color it was originally painted by Declarant. No platting or architectural, engineering or site plan pertaining to the development of any Residential Property or any Improvements within the Property ("Development Plans") shall be effected without the prior written approval of the Committee.

8.2.4. Method of Obtaining Committee Approval. In order to obtain the approval of the Committee, two (2) complete sets of plans and specifications ("Plans") for proposed construction shall be submitted to the Committee for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed Plans. The Committee shall review and approve or disapprove all Plans submitted to it for any proposed Improvement, alteration or addition solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the Property as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features and shall not be responsible for reviewing, nor shall its approval of any Plans or design be deemed approval of, any design or Plans from the standpoint of structural safety or conformance with building or other codes.

8.2.5. Approval or Disapproval by the Committee. The Committee shall have the right to refuse to approve any proposed Plans which, in its sole discretion, are not suitable or desirable. In approving or disapproving Plans, the Committee shall consider the suitability of the proposed Improvements and/or Plans, the site upon which the proposed Improvements are to be erected, the harmony thereof with the surrounding area, property, Homes, and other Improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the Board and to each respective Home Owner submitting same. In the event the Committee fails to approve or to disapprove in writing any Plans forty-five (45) days after submission to the Committee of the Plans and any and all other reasonably requested information and materials related thereto and delivery of a written request for approval or disapproval to the Committee by a Home Owner or the Home Owner's agent or attorney, then said Plans shall be deemed to have been approved by the Committee. All construction and landscaping shall be done in accordance with the Plans approved by the Committee, unless a deviation therefrom has been approved in writing by the Committee. In the event the Committee disapproves any Plans submitted to it ("Disapproval"), the Committee shall notify the Home Owner in writing of such disapproval and the reason therefore. Said Home Owner may thereafter resubmit the Plans for reconsideration, to Declarant until the Committee Turnover Date and thereafter to the

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Board, within forty-five (45) days of the Disapproval by submitting to Declarant or the Board, as the case may be, a copy of the Plans accompanied by a written statement setting forth the grounds for the appeal. If not appealed to Declarant or the Board, as the case may be, within said forty-five (45) day period, such Disapproval by the Committee shall be final and binding on all parties concerned therewith. Declarant or the Board, as the case may be, shall have forty-five (45) days to approve or disapprove the Plans. In approving or disapproving any Plans on appeal, Declarant's or Board's decision, as the case may be, shall be governed by the same factors that the Committee is required to consider. In no event, however, shall any Improvement be erected or be allowed to remain which violates any conditions or restrictions contained in these Protective Covenants, the Community Documents or any applicable zoning or building ordinance or regulation.

8.2.6. Committee Standards. The Committee is empowered to publish or modify from time to time design and development standards for Avalon including, but not limited to, standards for the following ("Standards"): (i) architectural design of Improvements including, but not limited to, design standards for any Home or other Improvement constructed within the Property; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior topography and landscaping; (v) exterior appurtenances relating to utility installation; (vi) signs and graphics, mailboxes and exterior lighting; (vii) building setbacks, pools and pool decks, side yards and related height, bulk and design criteria; (viii) pedestrian and bicycle ways, sidewalks and pathways; and (ix) all buildings, topography features, landscaping and Improvements on lands owned or controlled by the Community Association. A copy of the Standards promulgated by the Committee shall be approved by Declarant prior to the Committee Turnover Date and thereafter by the Board. A Home Owner may obtain a copy of the Standards from the Community Association by making a written request therefor. The Committee may authorize, in a reasonable manner so as not to destroy the general scheme or Plan of Development of Avalon, variances from compliance with any Standards which it has promulgated pursuant hereto when circumstances such as topography, natural obstructions, hardship, aesthetics or environmental considerations may require. If any such variance is granted, no violation of the restrictions contained in these Protective Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Protective Covenants for any purpose except as to that particular property and particular provision hereof or Standards promulgated hereby which are covered by the variance. Such variance shall be evidenced in writing and executed by the members of the Committee.

8.2.7. Liability; Indemnification. The Committee, the Board, the Community Association and Declarant do not determine or assume any responsibility for the quality of construction or structural soundness of any Improvements and no obligation or liability relating to construction of any Improvements shall result from review or approval of **any** Plans by the Committee, Board, Community Association and/or Declarant. Furthermore, the Committee, the Board, the Community Association and/or Declarant do not evaluate Plans to determine whether the Plans satisfy all applicable government requirements. No member of the Committee, the Board, the Committee's duly authorized representative, the Community Association or Declarant shall be liable to any Home Owner or any other person or entity for any loss, damage, injury or expense arising out of or in any way connected with the performance of said party's duties hereunder, unless due to willful misconduct. Each and every member of the Committee including, but not limited to, members designated by Declarant, shall be indemnified by the Community Association and the Home Owners against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon said members in connection with any proceeding, litigation or settlement in which said member becomes involved by reason of being or having been a member or representative of the Committee, the Board or Declarant which reviewed an appeal of a Committee decision, or any settlement thereof. The foregoing provisions for indemnification shall apply whether or not said member is a member or representative of the Committee, the Board or Declarant which reviewed an appeal of a Committee decision, or any settlement thereof at the time such expenses are incurred. Notwithstanding the above, in instances where such an individual admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of said member's duties, the indemnification provisions of these Protective Covenants shall not apply; otherwise, the foregoing rights to indemnification shall be in addition to and *not* exclusive of any and all rights of indemnification to which a member of the Committee may be entitled whether by statute or common law or other provision of the Community Documents.

8.2.8. Enforcement. There is specifically reserved unto the Committee the right of entry and inspection upon any Residential Property or other portion of the Property for the purpose of determination whether there exists any construction of any Improvement which violates the terms of any approval by the Committee or the terms of these Protective Covenants or of any other covenants, conditions, and restrictions to which this deed associated with such Residential Property

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or other instrument of conveyance makes reference. Except in emergencies, any exercise of the right of entry and inspection by the Committee hereunder shall be made only upon reasonable notice given to the Home Owner of record at least twenty-four (24) hours in advance of such entry. The Committee is specifically empowered to enforce the provisions of these Protective Covenants by any legal or equitable remedy and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvements. The prevailing party in such litigation shall be entitled to recover all Legal Fees in connection therewith. The Community Association shall indemnify and hold harmless the Committee from all costs, expenses and liabilities, including Legal Fees incurred by virtue of any member of the Committee's service as a member of the Committee.

9. MAINTENANCE AND REPAIR PROVISIONS

9.1. By Home Owners

The responsibility of a Home Owner is as follows:

9.1.1. Maintenance and Repair.

9.1.1.1. As to attached Homes. Home Owners shall maintain in good condition, and repair and replace at his expense, all portions of his Home, including any screening on any balcony, terrace or porch, all window panes and all interior surfaces within or surrounding his Home (such as the surfaces of the walls, ceilings and floors); and maintain and repair the fixtures therein, including the air conditioning equipment serving only his Home whether or not located within the Home; and to pay for any utilities which are separately metered to his Home. Every Home Owner must promptly perform all maintenance and repair work within his Home, as aforesaid, which if not performed would affect any other portion of Avalon or a Home belonging to another Home Owner. Each Home Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Home shall be maintained and repaired in accordance with the building plans and specifications utilized by Declarant, copies of which are to be on file in the office of the Community Association, except for changes or alterations approved by the Committee as provided in these Protective Covenants. Home Owners shall be responsible to maintain, repair and replace their driveways, if any. In the event that any maintenance, repair or replacement of a Home Owner's driveway is rendered necessary by the Home Owner's act, neglect or carelessness, or by that of his lessee, or any member of their families or their guests, employees or agents, the Home Owner shall be fully responsible for remedying same or, in the alternative, the Home Owner shall be liable to the Community Association for all expenses incurred by the Community Association of such maintenance, repair or replacement of the driveway. Any Home subject to a Neighborhood Declaration shall be maintained and repaired in accordance with such Neighborhood Declaration in addition to the provisions herein.

9.1.1.2. Other Homes. Home Owners of detached Homes covenant and agree that such Home Owners shall at all times maintain in good condition and at their own expense all exterior and interior portions of their respective Homes, including, but not limited to, painting exterior walls and replacement of damaged windows and screens, and all portions of their Lots including any and all Improvements thereon. Such Home Owners shall not, however, be required to maintain and repair any portion of the sprinkler system on their Lots, except for the sprinkler heads.

9.1.2. Alterations. Home Owners shall not: (i) make any alterations in any Improvement or landscaping within the Common Property or which is to be maintained by the Community Association; or (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of such property or the Common Property or which, in the sole opinion of the Committee, would detrimentally affect the architectural design of a building within Avalon without first obtaining the written consent of the Committee.

9.1.3. Duty to Report. Home Owners shall promptly report to the Community Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Community Association.

9.1.4. Liability for Actions. A Home Owner shall be liable for the expense incurred by the Community Association of any maintenance, repair or replacement of any real or personal property within Avalon and rendered necessary by his act, neglect or carelessness. or by that of his lessee or any member of their families, or their guests, employees or agents (normal wear and tear

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excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Community Association. A Home Owner shall also be liable for any personal injuries caused by his negligent acts or those of his lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

9.2. By the Community Association

The responsibility of the Community Association is to repair, maintain and replace any and all Improvements and facilities located upon the Common Property, including, but not limited to, maintaining, repairing and replacing utility services, including the operation of the Storm Water Management System and the maintenance of the sanitary sewer service laterals leading to residential buildings, but excluding therefrom appliances and plumbing fixtures within such buildings. Maintenance includes, but is not limited to, the following: cleanup, landscape care and replacement, lawn care, including the sprinkler system, dredging, chemical treatment and other services related to Lakes, drainage areas, structural upkeep, roads, sidewalks, parking areas, drives and driveways (subject to the provisions of subparagraph 9.1.1.1 hereof). In the event that a Home Owner or a Neighborhood Association governing a portion of the Property fails to maintain such portions of Avalon as the Neighborhood Association or the Home Owner is required to maintain in accordance with recorded covenants affecting the Property, the Community Association shall have the right, but not the obligation, upon thirty (30) days' written notice to the Neighborhood Association or the Home Owner, to enter upon the subject property for the purpose of performing the maintenance and/or repairs described in such notice to the Neighborhood Association or Home Owner, as applicable. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Community Association against the members of the Neighborhood Association or Home Owner as an Individual Expense Assessment.

10. INSURANCE

The Community Association shall purchase and maintain, or, alternatively, in the event Declarant so elects, the Community Association shall be covered under Declarant's insurance, insurance with respect to the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses. Notwithstanding the foregoing, in the event the Community Association determines that the cost of insurance is economically unwarranted or is not obtainable, the Community Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

10.1. Public Liability Insurance

A comprehensive policy or policies of general liability insurance naming the Community Association and, until the Turnover Date, Declarant as named insureds thereof and including the Home Owners as insureds thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Property and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than (i) One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence; (ii) not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed by more than one (1) person for any one occurrence; and (iii) One Hundred Thousand Dollars (\$100,000) for property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Community Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Common Property; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Common Property in developments similar to Avalon in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Home Owner because of the negligent acts of either the Community Association, Declarant or any other Home Owners or deny the claim of either Declarant or the Community Association because of negligent acts of the other or the negligent acts of a Home Owner.

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10.2. Casualty Insurance

Insurance for all buildings and fixtures, equipment and other personal property which comprise a portion of the Common Property in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof with an "Agreed Amount and Inflation Guard Endorsement," if available, a "Construction Code Endorsement" (including a "Demolition Cost Endorsement," "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, and other items normally excluded from coverage. The Board may determine the kinds of coverage and proper and adequate amount of insurance including, but not limited to:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and

(ii) such other risks as shall customarily be covered with respect to areas similar to the Common Property and in developments similar to Avalon in construction, location and use.

10.3. Flood Insurance

If determined appropriate by the Board or if required by any Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Property, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

10.4. Conditions of Insurance

All insurance purchased by the Community Association pursuant to this Article shall be subject to the following provisions:

10.4.1. The Community Association shall have the right to designate an insurance trustee ("Insurance Trustee") to act in the manner provided in these Protective Covenants, which Insurance Trustee (if required) shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in the County and thereafter, at any time and from time to time, the Community Association shall have the right to change the Insurance Trustee to another such bank or trust company, provided, however, for so long as Declarant owns any Home(s), Declarant shall have the right, but not the obligation, to require the Community Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in these Protective Covenants to the contrary, the Board may act as the Insurance Trustee hereunder unless otherwise required by written request of an Institutional Mortgagee or the Declarant. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

10.4.2. If an Insurance Trustee other than the Board is required, pursuant to the request of either an Institutional Mortgagee or the determination of the Community Association, then, in that event, all policies of insurance purchased by the Community Association shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its services as Insurance Trustee. The Board is hereby irrevocably appointed agent for each Home Owner to adjust all claims arising under insurance policies purchased by the Community Association in which Home Owners have or may have an interest. The Insurance Trustee shall not be liable in any manner for the payment of any premium on policies, the renewal of policies, the sufficiency of the coverage of any such policies or any failure to collect any insurance proceeds under any policies.

10.4.3. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and to hold such proceeds in trust for the Community Association, Home Owners and mortgagees under the following terms:

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10.4.3.1. In the event that a loss of One Hundred Thousand Dollars (\$100,000) or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board, occurs to any portion of the Common Property, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Community Association. Upon receipt of such proceeds, the Community Association shall promptly cause the necessary repairs to be made to the Common Property. In the event the insurance proceeds are insufficient to pay for the cost of repair of the Common Property, the Board shall hold a special meeting of the Board to determine a special charge against all of the Homes to obtain any necessary funds to repair and restore the damaged Common Property. Upon the determination by the Board of the amount of such special charge the Board shall immediately levy such special charge against the respective Homes setting forth the date or dates for payment of same.

10.4.3.2. In the event the Insurance Trustee receives proceeds in excess of One Hundred Thousand Dollars (\$100,000) as a result of damages to the Common Property, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages, together with any and all other monies paid to the Insurance Trustee as provided below and shall distribute such funds in the following manner:

(i) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds, together with the funds as described below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Common Property and the Community Association shall negotiate and enter into a construction contract(s) with a contractor or contractors to do the work on a fixed price basis or on any other reasonable terms acceptable to the Board, which contractor(s) shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract(s); provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Community Association or any respective Institutional Mortgagees.

(iii) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Board shall hold a special meeting to determine a Special Assessment against the Homes to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such special charge, the Board shall immediately levy such Special Assessment against the respective Homes setting forth the date or dates of payment of the same, and any and all funds received from the Home Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in the Paragraph immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged improvements and the insurance proceeds exceeds the sum of One Hundred Thousand Dollars (\$100,000), and three-fourths (3/4) of the Home Owners subject to such Special Assessment advise the Board in writing on or before the date for the first payment thereof that they are opposed to a special charge, then the Insurance Trustee shall disburse the net insurance proceeds to the Community Association, whereupon the Community Association shall use such proceeds for as much of the damaged improvements as possible. In making such Insurance Proceeds Distribution to the Home Owners subject to such special charge and their Institutional Mortgagees, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Home Owners involved and their respective Institutional Mortgagees.

10.4.3.3. In the event that after the completion of and payment for the repair and reconstruction of the damage to the Common Property and after the payment of the Insurance Trustee's fee with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed to the Home Owners in proportion to their contributions. In the event, however, such repairs and replacements were paid for by any special charge as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Home Owners in proportion of their contributions by way of special charge.

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10.4.3.4. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any special charge sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or special charge to the payment of its loan. Any provision contained herein for the benefit of any Institutional Mortgagee may be enforced by an Institutional Mortgagee.

10.4.3.5. Any repair, rebuilding or reconstruction of damaged Improvement(s) upon the Common Property shall be substantially in accordance with the architectural plans and specifications for: (i) the originally constructed Improvements; (ii) the Improvements as such were previously reconstructed; or (iii) new plans and specifications approved by the Committee; provided, however, any material or substantial change in new plans and specifications approved by the Committee from the plans and specifications of the previously constructed buildings and/or Improvements (except such as are required by applicable law or building codes) shall require approval by the Institutional Mortgagee holding mortgages thereon. Neither the Committee, the Board nor their members shall incur any liability with regard to the approval of any plans and specifications. Additionally, until the Turnover Date, any such material or substantial change in new plans and specifications approved by the Committee from the plans and specifications of the previously constructed building or Improvements (except such changes as are required by applicable law or building codes) shall also require the consent of a majority of the Members, which consent may be evidenced by a writing signed by the required number of Members or by the affirmative vote of the required number of Members at any regular or special meeting of the Community Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an assistant Secretary of the Community Association.

10.5. Form of Policies

10.5.1. Nothing herein contained shall prohibit the Community Association from obtaining a "master" or "blanket" form of insurance for all of Avalon or portions thereof, provided that the coverages required hereunder are fulfilled.

10.5.2. Notwithstanding anything in this Article 10 to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, Home Owners or the Community Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Declarant or the Community Association as to the proper amount or kinds of insurance required.

10.5.3. Policies insuring the Common Property purchased pursuant to the requirements of this Article 10 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Home Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Home Owners who are not under the control of the Community Association; and the policy will be primary, even if a Home Owner has other insurance that covers the same loss.

10.6. Fidelity Coverage

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Community Association and the Directors and all others who handle and are responsible for handling funds of the Community Association (whether or not they receive compensation), shall be maintained. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Community Association as an obligee and premiums therefor shall be paid by the community Association; (ii) such bonds shall be written in an amount equal to at least three (3) months aggregate assessments for all Homes plus reserve funds, but in no event less than Ten Thousand Dollars (\$10,000) for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the Community Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Community Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

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10.7. Directors' and Officers' Liability Insurance

In addition to the other insurance required under this Section 10, the Board shall obtain directors' and officers' liability insurance, if reasonably available.

10.8. Cancellation or Modification

All insurance policies purchased by the Community Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days' prior written notice to the Community Association and to each first mortgage holder named in the mortgage clause.

11. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

11.1. Deposit of Awards With Insurance Trustee

The taking of any portion of the Common Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance resulting from the casualty and shall be deposited with the Insurance Trustee.

11.2. Common Property

In the event the Community Association receives any award or payment arising from the taking of the Common Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Community Association and approved by Home Owners owning at least a majority of the Homes and the remaining balance thereof, if any, shall then be held by the Community Association.

12. PROVISIONS SETTING FORTH CERTAIN RIGHTS OF DECLARANT

Declarant reserves and shall have the right to enter into and transact within Avalon any business necessary to consummate the sale, lease or encumbrance of homes being developed and sold by Declarant in other portions of Avalon and in other communities developed by Declarant, including the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel and show homes and including the right to carry on construction activities of all types necessary to construct all buildings in Avalon pursuant to these Protective Covenants. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of Avalon and shall remain the property of Declarant. In addition, Declarant reserves and shall have the right to use the Common Property for marketing purposes. This Article 12 may not be suspended, superseded or modified in any manner by any amendment to these Protective Covenants, unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein may be assigned in writing by Declarant in whole or in part.

13. GENERAL PROVISIONS

13.1. Duration

All of the covenants, agreements and restrictions covering the Property, including the land use covenants and the affirmative covenants to pay Operating Expenses, shall run with and bind the Property and shall inure to the benefit of and be binding upon Declarant, the Community Association and all Home Owners, their respective legal representatives, heirs, successors and assigns for a term of seventy-five (75) years from the date these Protective Covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless after the seventy-five (75) year term or any ten (10) year extension thereof an instrument signed by the persons or entities then owning two-thirds (2/3) of all Homes is recorded amongst the Public Records, agreeing to terminate said covenants and restrictions. No such instrument shall be effective, however, unless made and recorded at least one (1) year in advance of the effective date of such termination. The President shall execute and record in the public records of the County, twenty-five (25) years after the recording of these Protective Covenants, and every twenty-five (25) years thereafter, a Certificate stating that these Protective Covenants remain in full force and effect and specifying the real property which is encumbered by these Protective Covenants.

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13.2. Plan of Development

Declarant, the Community Association and all Home Owners and their respective grantees, successors or assigns, by acceptance of the instrument of conveyance for a Home and/or Lot, acknowledge that Avalon is being developed under a common plan as set forth in Article 2 herein and in the other Community Documents. Such parties further acknowledge that the easement rights, use covenants and obligations to pay Operating Expenses are an integral part of the common plan of development and are required to provide access to and from the various portions of Avalon and publicly dedicated rights-of-way as well as the operation and maintenance of Avalon. Accordingly, such parties hereby covenant that no amendment or termination of any document governing any property in Avalon shall be made which will interfere with such common plan or the rights and obligations constituting an integral part of such common plan without the approval of the Community Association and, until the Turnover Date, of Declarant, as well.

13.3. Compliance With Regulations of Public Bodies

The Community Association shall perform such acts and do such things **as** shall be lawfully required in the Common Property by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be **an** Operating Expense.

13.4. Lawful Use of Land

The Community Association covenants and agrees that it will conform to and observe all ordinances, rules, laws and regulations of the County, the State of Florida, and the United States of America, and all public authorities and boards of officers relating to the Common Property and improvements upon the same, or use thereof, and will not during such time permit the same to be used for any illegal or immoral purpose, business or occupation.

13.5. Amendment and Modification

The process of amending or modifying these Protective Covenants shall be as follows:

13.5.1. Consent of Home Owners and Board. These Protective Covenants may be amended by: (i) the consent of the Home Owners owning two-thirds (2/3) of all Homes; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Home Owners owning two-thirds (2/3) of the Homes may be evidenced by a writing signed by the required number of Home Owners or by the affirmative vote of the required number of Home Owners at any regular or special meeting of the Community Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Community Association.

13.5.2. Scrivener's Error. Notwithstanding anything to the contrary herein contained, Declarant reserves the right to amend these Protective Covenants and any exhibits thereto **so as** to correct any scrivener's or other errors or omissions not materially affecting the rights **of** Home Owners, lienors, or mortgagees. Such amendment need be executed and acknowledged only by Declarant and need not be approved by the Community Association, Home Owners, lienors, or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

13.5.3. No Impairment or Prejudice. Notwithstanding anything to the contrary herein contained, no amendment to these Protective Covenants shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Community Association, or any Institutional Mortgagee under these Protective Covenants or any other Community Document without the specific written approval of Declarant, the Community Association, or such Institutional Mortgagee(s) affected thereby. In addition, for as long as Declarant owns any Homes in Avalon, no amendment shall be passed which shall grant the Community Association, the right to approve or in any manner screen tenants or lessees of any Home Owner without the specific written approval of Declarant. Any amendment that would affect the surface water management system, including the water management portions of the Common Property, must have the prior approval of the applicable government authority.

EX 24635PG0075

Notwithstanding anything contained herein to the contrary, **as** long as the "Class B Membership" (as described in the Articles) exists, the following actions require the prior approval of FHA and VA if Avalon is an approved project by FHA and/or VA: annexation of additional properties (excepting all or any portion of the Additional Property), dedication of common area, mergers and consolidations, dissolution and amendment to the Articles.

13.5.4. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of the Home Owners, file any amendment which may be required by **an** Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria **as** may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation or such criteria **as** may be established by FHA and/or **VA**; provided, however, that any such Declarant-filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

13.6. Subordination

Declarant and the Community Association agree that their respective interests in these Protective Covenants shall be subordinated to the lien and encumbrance of any existing mortgages and additional or subsequent mortgages obtained by Declarant for the purpose of financing the construction of improvements to take place in whole or in **part** upon Avalon and any replacement mortgages. While the provisions of this Paragraph are self-operative, the Community Association nevertheless agrees to execute such instruments as may be necessary to evidence the subordination of its interest to such mortgages.

13.7. Severability

Invalidation of any one of these covenants or restrictions or of any of **the** terms and conditions herein contained, or the reduction in time by reason of any rule of **law** known **as** the "rule against perpetuities" shall in no way affect any other provision which shall remain in full force and effect for such period of time **as** may be permitted by law. In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of law known **as** the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in these Protective Covenants shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Community Association.

13.8. Delegation

The Community Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, **as** provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.9. Rights of Mortgagees

13.9.1. Right to Notice. The Community Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Community Documents and the books, records and financial statements of the Community Association to Home Owners and the holders, insurers or guarantors of any first mortgages encumbering Homes. In addition, evidence of insurance shall be issued to each Home Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Community Association.

13.9.2. Rights of Listed Mortgagee. Upon written request to the Community Association, identifying the name and address of the holder, insurer, guarantor (such holder, insurer or guarantor is herein referred to **as** a "Listed Mortgagee") of a mortgage encumbering a Home and the legal description of such Home, the Community Association shall provide such Listed Mortgagee with timely written notice of the following:

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

24635P60076

13.9.2.2. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Home; and

13.9.2.3. Any failure by a Home Owner owning a Home encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Community Documents, including, but not limited to, any delinquency in the payment of Assessments or any other charge owed to the Community Association by said Home Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.9.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Community Association, be entitled to financial statements of the Community Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.10. Home Owner Approval of Community Association Action

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

- (i) the collection of Assessments;
- (ii) the collection of other charges which Home Owners are obligated to pay pursuant to the Community Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Community Documents;
- (iv) the enforcement of the restrictions on the sale and other transfer of Homes contained in the Community Documents;
- (v) in an emergency where waiting to obtain the approval of the Home Owners creates a substantial risk of irreparable injury to the Common Property or to Home Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Home Owners); or
- (vi) filing a compulsory counterclaim.

13.11. Declarant Approval of Community Association Actions

If Declarant holds Homes for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Declarant:

13.11.1. Assessment of Declarant **as** a Home Owner for capital improvements; and

13.11.2. **Any** action by the Community Association that would be detrimental to the sales of Homes by Declarant. The determination **as** to what actions would be detrimental to sales shall be in the sole discretion of Declarant; provided, however, that an increase in assessments for Operating Expenses without discrimination against Declarant, shall not be deemed to be detrimental to the sales of Homes.

13.12. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Home Owner, at the address of the person whose name appears **as** the Home Owner on the records of the Community Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Home Owner; (ii) the Community Association, certified mail, return receipt requested, at 3323 W. Commercial Boulevard, Suite 100, Fort Lauderdale, Florida, 33309, or such other address as the Community Association shall hereinafter notify Declarant and the Home Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 3323 W. Commercial Boulevard, Suite 100,

EX-24635F60877

Fort Lauderdale, Florida, 33309, or such other address or addresses as Declarant shall hereafter notify the Community Association of in writing, any such notice to the Community Association of a change in Declarant's address being deemed notice to the Home Owners. Upon request of a Home Owner, the Community Association shall furnish to such Home Owner the then current address for Declarant as reflected by the Community Association records.

13.13. Enforcement

Each condominium, non-condominium community in Avalon, Home, and all Home Owners shall be governed by and shall comply with the applicable Community Documents. The covenants and restrictions herein contained may be enforced by Declarant, the Community Association, a Neighborhood Association, any Home Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The Community Association shall have the right to enter any premises in Avalon to remove and abate any violation. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. The failure of the Board to object to Home Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any other of the Community Documents now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Community Documents.

13.14. Captions, Headings and Titles

Article and Paragraph captions, headings and titles inserted throughout these Protective Covenants are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of these Protective Covenants.

13.15. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa. Whenever reference is made to these Protective Covenants, Articles, Bylaws and rules, or any other document pertaining to Avalon, such reference shall include any and all amendments and supplements thereto.

13.16. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in these Protective Covenants, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of Avalon or any parts thereof in accordance with subparagraph 2.2.4.1 hereof shall be deemed a use which complies with these Protective Covenants and shall not be subject to a contrary determination by the Board.

13.17. Incorporation of Community Documents

Any and all deeds conveying a Home or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the applicable Community Documents including, but not limited to, these Protective Covenants, whether or not the incorporation of the terms and conditions of the Community Documents is specifically set forth by reference in such deed. Acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Community Documents.

BR 24635FG0873

13.18. Conflict

Notwithstanding anything to the contrary contained herein, in the event the terms and provisions of these Protective Covenants should conflict with the terms and provisions of any other Community Document, the terms and provisions of these Protective Covenants shall control in every instance.

13.19. Security

The Community Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. Declarant shall not in any way or manner be held liable or responsible for any violation of these Protective Covenants by any person other than Declarant. Additionally, NEITHER DECLARANT NOR THE COMMUNITY ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL MEMBERS AGREE TO HOLD DECLARANT AND THE COMMUNITY ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE COMMUNITY ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. NEITHER THE COMMUNITY ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, HOME OWNERS AND OCCUPANTS OF ANY HOME, AND TENANTS, GUESTS AND INVITEES OF ANY HOME OWNER, ACKNOWLEDGE THAT THE COMMUNITY ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES OR STANDARDS ESTABLISHED BY DECLARANT OR THE COMMITTEE, MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, HOME OWNER AND OCCUPANT OF ANY HOME, AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE COMMUNITY ASSOCIATION AND ITS BOARD, THE COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, HOME OWNER AND OCCUPANT OF ANY HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR HOME OWNER, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES, AND TO THE CONTENTS OF HOMES **AND** FURTHER ACKNOWLEDGES THAT THE COMMUNITY ASSOCIATION AND ITS BOARD, THE COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT HAS MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY HOME OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

13.20. Assignment of Declarant's Rights

Declarant shall have the right to assign in whole or part any rights granted to it under these Protective Covenants.

EX 24635PG0879

IN WITNESS WHEREOF, these Protective Covenants have been signed by Declarant and the Community Association on the respective dates set forth below.

WITNESSES:

Aimee J. Livingston
Print Name: Aimee J. Livingston
Wendy A. Hornor
Print Name: Wendy A. Hornor

CENTEX REAL ESTATE CORPORATION

By: Henry E. Magnuson
Henry E. Magnuson, Division President
1323 W. Commercial Blvd
Suite 100
Ft. Lauderdale, FL 33309

(SEAL)

AVALON MASTER HOMEOWNER
ASSOCIATION, INC.

Aimee J. Livingston
Print Name: Aimee J. Livingston
Wendy A. Hornor
Print Name: Wendy A. Hornor

By: Henry E. Magnuson
Henry E. Magnuson, President

(SEAL)

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by HENRY E. MAGNUSON, the Division President of CENTEX REAL ESTATE COWORATION, a Nevada corporation, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced a Florida driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March, 1996.

Aimee J. Livingston
Notary Public, State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires:



AIMEE J. LIVINGSTON
MY COMMISSION # CC317380 EXPIRES
November 7, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by HENRY E. MAGNUSON, the President of AVALON MASTER HOMEOWNER ASSOCIATION, MC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me or has produced a Florida driver's license as identification.

CC 24635F60880

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of March, 1996.

Aimee Livingston
Notary Public, State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires:



AIMEE J. LIVINGSTON
MY COMMISSION # CC317380 EXPIRES
November 7, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

EX24635P60881

TABLE OF EXHIBITS

EXHIBIT A	-	Legal Description of Property
EXHIBIT B	-	Legal Description of Additional Property
EXHIBIT C	-	Site Plan of Avalon
EXHIBIT D	-	Legal Description of Common Property
EXHIBIT E	-	Articles of Incorporation of the Community Association
EXHIBIT F	-	Bylaws of the Community Association

DK24635FG0882

SKETCH OF "TAKE DOWN" PA EL NO. 1
AT AVALON
FOI ENTEX REAL ESTATE CORP.

(Description - Sheet 2 of 2)

MEMO: Legibility of writing,
typing or printing unsatisfactory in
this document when microfilmed.

BY: C.C. WINNINGHAM CORPORATION
1040 N.E. 45TH STREET
OAKLAND PARK, FLORIDA 33334

TOTAL "TAKE DOWN" AREA = 53.676 AC.
R/W DEDICATION AREA = 0.317 Ad.
NET AREA = 53.359 AC.

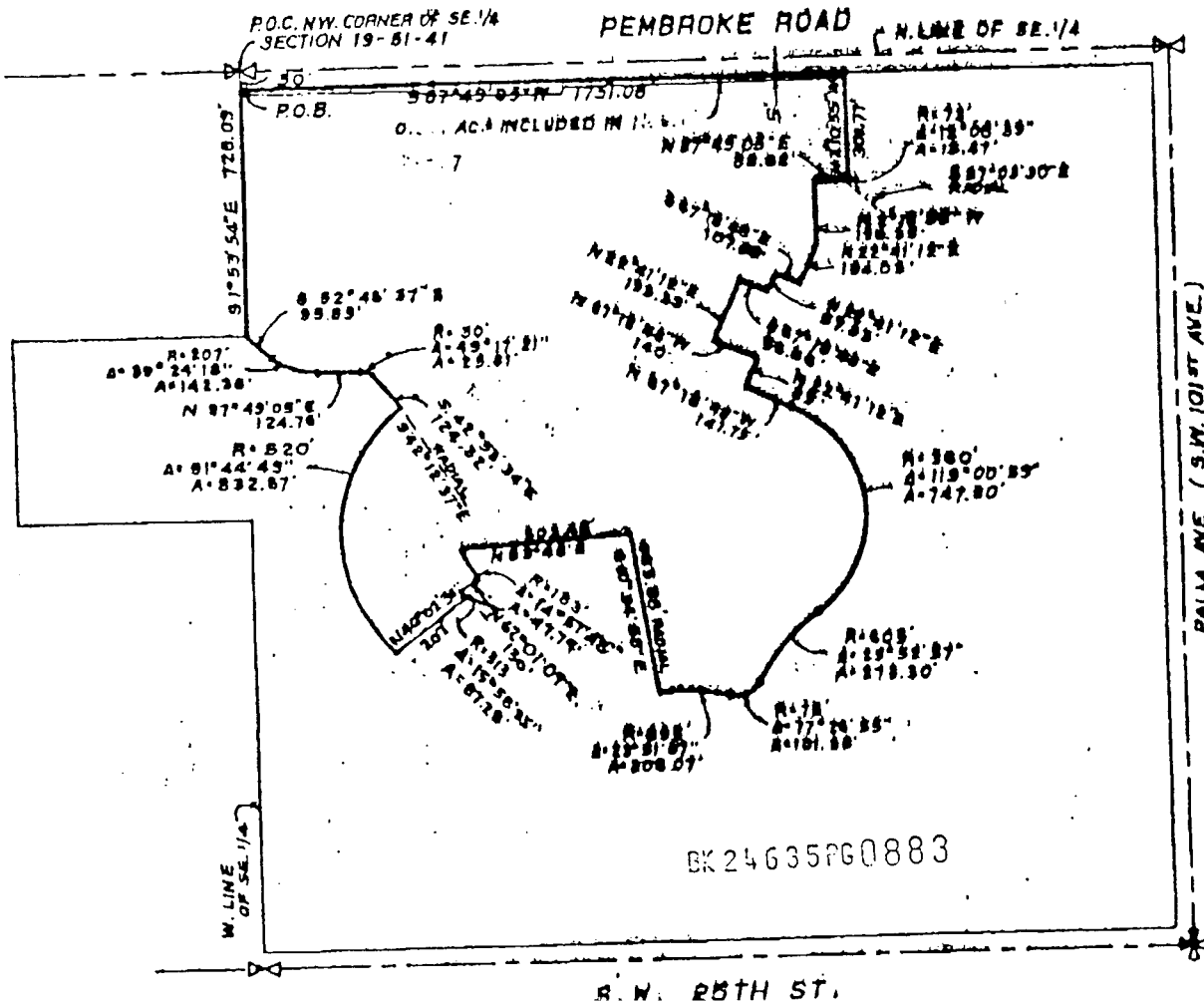
THIS IS NOT A SURVEY
CERTIFICATE

THIS IS TO CERTIFY THAT A SKETCH WAS MADE
THIS DAY OF THE FROM DATA AS DESCRIBED AND
SHOWN HEREON AND THAT THE SKETCH AND
DESCRIPTION ARE ACCURATE AND CORRECT TO
THE BEST OF OUR KNOWLEDGE AND BELIEF.
THIS SKETCH MEETS THE MINIMUM TECHNICAL
STANDARDS SET FORTH BY THE FLORIDA BOARD
OF LAND SURVEYORS IN CHAPTER 61S12-6,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027.

C.C. WINNINGHAM CORPORATION

By *Charlie C. Winningham*
Charlie C. Winningham
Registered Land Surveyor No. 1500
State of Florida

SCALE: 1" = 450'
10-31-94
REV. 5-4-95
8-26-98



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

DESCRIPTION OF "TAKE DOWN" PARCEL NO. 1
AT AVALON
F.L. CENTEX REAL ESTATE CORP.

A parcel of land in the South 1/2 of Section 19, Township 51 South, Range 41 East, said parcel including portions of Tracts 35 through 40 inclusive, portions of Tracts 57 through 64 inclusive, according to the Everglades Sugar and Lard Company subdivision of said Section 19, as recorded in Plat Book 2 at Page 39 of the Public Records of Cede County, Florida and also including all of Lots 1 through 46 inclusive in Block 1, all of Lots 1 through 14 in Block 2, all of Lots 1 through 9 in Block 3, all of Lots 1 through 4 inclusive and all of Lots 34 through 50 inclusive in Block 4, all of Lots 1 through 3 inclusive in Block 5 and all of Lots 42 through 44 inclusive in Block 5, all of Lots 13 through 17 inclusive in Block 7, all of Lots 1 through 42 inclusive in Block 10, all of Lots 1 through 16 inclusive in Block A, all of Lots 1 through 16 inclusive in Block B, all of Lots 1 through 16 inclusive in Block C, all of Lots 1 through 16 inclusive in Block J, all of Lots 1 through 16 inclusive in Block L, all of Lots 1 through 16 inclusive in Block K, according to the unrecorded plat of AVALON and being more particularly described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of said Section 19; thence run South 1°53'54" East (on a grid bearing) 50 feet along the West line of said Southeast 1/4, to the Point of Beginning; thence continue South 1°53'54" East 728.09 feet along said West line; thence run South 52°46'37" East 95.89 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 207 feet and a central angle of 39°24'18", run Southeasterly 142.36 feet to a point of tangency; thence run North 87°49'05" East 124.76 feet along the tangent extended, to a point of curvature of a curve to the right, thence along the arc of said curve to the right, having a radius of 30 feet and a central angle of 49°17'21", run Southeasterly 25.81 feet to a point of tangency; thence run South 42°53'34" East 124.32 feet along the tangent extended, to an intersection with the arc of a curve Southeasterly to the left, a radial at said point bearing South 42°12'37" East; thence along the arc of said curve to the left, having a radius of 520 feet and a central angle of 91°44'49", run Southwesterly and Southeasterly 832.67 feet; thence run North 46°02'34" East 207 feet along a line radial to the last described curve, to an intersection with the arc of a curve running Northwesterly to the right; thence along the arc of said curve to the right (the Northeasterly projection of the last described course being radial to said curve) having a radius of 313 feet and a central angle of 15°58'35", run Northwesterly 87.28 feet; thence run North 62°01'09" East 130 feet along a line radial to the last described curve to a point of intersection with the arc of a curve running Northwesterly to the right; thence along the arc of said curve to the right (the Northeasterly projection of the last described course being radial to said curve) having a radius of 183 feet and a central angle of 14°57'48", run Northwesterly 47.79 feet; thence run North 88°48' East 503.48 feet; thence run South 10°34'58" East 483.88 feet to an intersection with the arc of a curve running Easterly to the right; thence along the arc of said curve to the right (the southeasterly projection of the last described course being radial to said curve) having a radius of 495 feet and a central angle of 23°51'07", run Easterly 206.07 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 75 feet and a central angle of 77°26'55", run Northeasterly 101.38 feet to a point of reverse curvature; thence along the arc of a curve to the right, having a radius of 605 feet and a central angle of 25°52'57", run Northeasterly 273.30 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 360 feet and a central angle of 119°00'59", run Northeasterly and Northwesterly 747.80 feet to a point of tangency; thence run North 67°18'48" West 141.75 feet along the tangent extended; thence run North 22°41'12" East 85 feet; thence run North 67°18'48" West 140 feet; thence run North 22°41'12" East 193.33 feet; thence run South 67°18'48" East 56.66 feet; thence run North 22°41'12" East 57.33 feet; thence run South 67°18'48" East 107.88 feet; thence run North 22°41'12" East 104.03 feet; thence run North 2°10'55" West 190.35 feet; thence run North 87°49'05" East 88.62 feet to a point of intersection with the arc of a curve running Northwesterly to the right, a radial at said point bearing South 57°03'30" East; thence along the arc of said curve to the right, having a radius of 73 feet and a central angle of 12°08'39", run Northeasterly 15.47 feet; thence run North 2°10'55" West 301.71 feet to an intersection with a line 50 feet South of, as measured at right angles and parallel to the North line of said Southeast 1/4 of Section 19; thence run South 87°49'05" West 1751.08 feet along said parallel line, to the Point of Beginning.

Said lands situate in the City of Miramar, Broward County, Florida and containing 53.076 acres, more or less.

EX-24635FC08014

SKETCH OF "TAKE DOWN" P CEL NO. 2
AT AVALON
FC 'ENTEX REAL ESTATE CORP.

NOTE: Legibility of
typing printing unsatisfactory
this document when microfilm

(Description - Sheets 2, 3 & 4 of 4)

SK 24635760885

BY: C.C. WINNINGHAM CORPORATION
1040 N.E. 45th STREET
OAKLAND PARK, FLORIDA 33334

■ 55.106 AC.
R/W DEDICATION AREA • 0.73 AC.
NET AREA = 54.376 AC.

THIS IS NOT A SURVEY

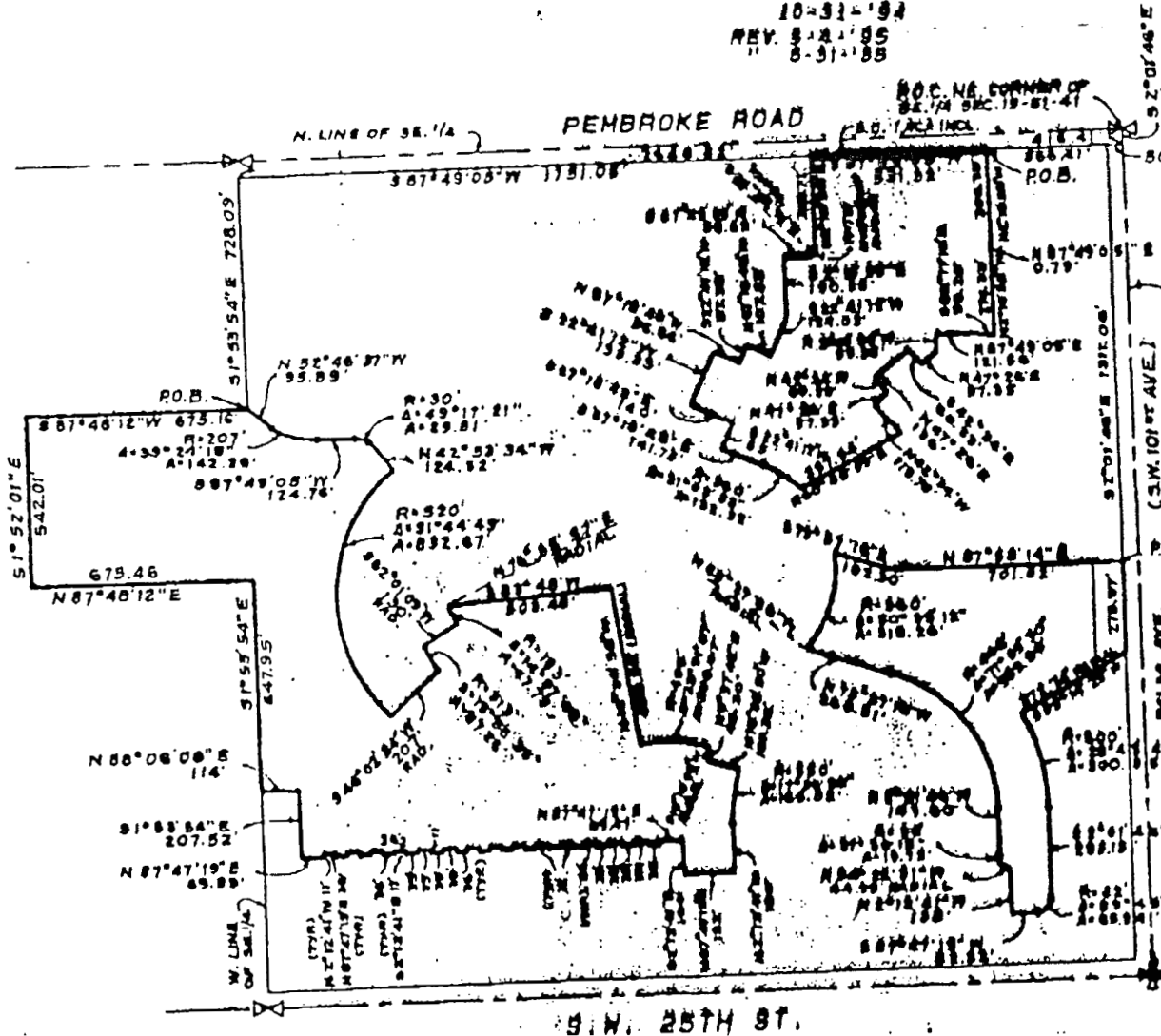
CERTIFICATE

THIS IS TO CERTIFY THAT A SKETCH WAS MADE
THIS DAY OF THE PROPERTY AS DESCRIBED AND
SHOWN HEREON AND THAT THE SKETCH AND
DESCRIPTION ARE ACCURATE AND CORRECT TO
THE BEST OF OUR KNOWLEDGE AND BELIEF.
THIS SKETCH MEETS THE MINIMUM TECHNICAL
STANDARDS SET FORTH BY THE FLORIDA BOARD
OF LAND SURVEYORS IN CHAPTER 61017-6,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027.

C.C. WINNINGHAM CORPORATION

Charlie C. Winningham
Charlie C. Winningham I
Registered Land Surveyor No. 1580
State of Florida

SCALE: 1" = 450'
10-31-94
REV. 8-31-85
" 8-31-85



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

EXHIBIT "B"
Sheet 1 of 4

40977

DESCRIPTION OF "TAKE DOWN" PARCEL NO. 2
AT AVALON
FUR CENTEX REAL ESTATE CORP.

A parcel of land in the South 1/2 of Section 19, Township 51 South, Range 41 East., said parcel including portions of Tracts 34, 35, 36 and 37, portions of Tracts 39, 40, 41 and 42 and portions of Tracts 57 thru 64 inclusive according to the Everglades Sugar and Land Company Subdivision, of said Section 19, as Plat Book 2 at Page 39 of the of Dade County, Florida, said parcel also including all of Lots 4 thru 41 inclusive in Block 5, all of Lots 1 thru 15 Block 6, all of Lots 5 thru 33 inclusive in Block 4, all of lots 1 thru 18 in Block 7, all of Lots 1 thru 15 inclusive in Block 8, all of Lots 1 thru 13 inclusive in Block 11, all of Lots 1 thru 21 inclusive in Block 12, all of Lots 1 thru 16 inclusive in Block D, all of Lots 1 thru 16 inclusive in Block E, all of Lots 1 thru 16 Block H, all of Lots 1 thru 16 inclusive in Block I, all of Lots 1 thru 16 inclusive in Block O, all of Lots 1 thru 4 inclusive in Block Q, all of Lots 1 thru 3 inclusive in Block N, all of Lots 1 thru 15 inclusive in Block M, according to the unrecorded plat of AVALON, said parcel being more particularly described as follows:

Commencing at the Northeast corner of said South 1/2 of Section 19; thence East (on a grid bearing) 50 feet along the East line of said Section 19, to an intersection with a line 50 feet South of as measured at right angles and parallel to the West line of said Section 19; thence run South 87°49'05" West 416.41 feet along said parallel line to the Point of Beginning; thence continue South 87°49'05" West 531.32 feet along said parallel line; thence run South 2°10'55" East 301.71 feet to a point of intersection with the arc of a curve running Southwesterly to the left, a radial at said point bearing South 44°54'51" East; thence along the arc of said curve to the left having a radius of 73 feet and a of 12°08'39", run Southwesterly 15.47 feet; thence run South 87°49'05" West 88.62 feet; thence run South 2°10'55" East 190.35 feet; thence run South 22°41'12" West 124.03 feet; thence run West 107.88 feet; thence run West 57.33 feet; thence run North 67°18'48" West 56.66 feet; thence run West 193.33 feet; thence run South 67°18'48" East 140 feet; thence run South 22°41'12" West 85 feet; thence run South 67°18'48" East 141.75 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 360 feet and a central angle of 21°03'33", y 132.32 feet; thence run North 60°05'09" East 357.94 feet; thence run North 42°34' West 119.78 feet; thence run North 47°26' East 57.33 feet; thence run North 42°34'00" West 60.33 North 47°26'00" East 136.0 feet; thence run South 42°34'00" East 60.33 feet; thence run North 47°26'00" East 57.33; thence run North 2°10'55" West 55.38 feet; thence run North 87°49'05" East 121.56 feet; thence run South 82.17'15" East 58.20 feet; thence run North 2°10'55" West 274.33 feet; thence run North 87°49'05" East 0.79 feet; thence run North 2°10'55" West 306.33 feet to the Point of Beginning; and commencing at said Northeast corner of the South 1/2 of Section 19; thence run South 2°01'46" East (on a grid bearing) 50 feet along said East line of Section 19; thence run South 87°49'05" West 50 feet to an intersection with a line 50 feet West of as measured at right angles and parallel to said East line of Section 19; thence run South 2°01'46" East 1311.06 feet along said parallel line to the Point of Beginning; thence 2°01'46" East 279.97 feet; thence run South 372.74 feet to an intersection with the arc of a curve running Southeasterly to the right; thence along the arc of said curve to the right (the Southwesterly projection of the last described course being radial to said curve) having a radius of 600 feet and a central angle of 28°43'45", run Southeasterly 300.85 feet to a point of tangency; thence run South 2°01'46" East 205.15 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right having a radius of 42 feet and a central angle of 89°49'05", run Southwesterly 65.81 feet to a point of tangency; thence run South 87°47'19" West 82.32 feet along the run North 2°12'41" West 138 feet; thence run North 54°22'31" West 44.99 feet to an intersection with the arc of a curve running Northerly to the left; thence along the arc of said curve to the left (the Northwesterly projection of the last described course being radial to said curve) having a radius of 30 feet and a central angle of 37°39'15", run Northerly 19.72 feet to a point of tangency; thence run North 2°01'46" West

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P. . CENTEX REAL ESTATE CORP.
(CONTINUED)

North 39 feet; thence run North 2°12'41" West 11 feet) thence run North 87°47'19" East 39 feet; thence 2°12'41" East 11 feet; thence run North 87°47'19" East 39 feet; thence tun North 2°12'41" West 11 feet) thence run North 87°47'19" East 39 feet; thence run South 2°12'41" East 11 feet; thence run North 87°47'19" East 36 feet; thence tun North 2°12'41" West 11 feet; thence run North 87°47'19" East 36 feet; thence run South 2°12'41" East 11 feet; thence run North 87°47'19" East 36 feet thence run North 2°12'41" West 11 feet; thence tun North 87°47'19" East 36 feet; thence run South 2°12'41" East 11 feet; thence run North 87°47'19" East 36 feet! thence run North 2°12'41" West 11 feet) thence run North 87°47'19" East 36 feet, thence run East 11 feet; thence tun North 87°47'19" East 36 feet; thence run North 2°12'41" West 11 feet; thence tun North 87°47'19" East 36 feet; thence tun South 2°12'41" East 11 feet; thence run North 87°47'19" East 36 feet; thence run North 2°12'41" West 11 feet thence tun North 87°47'19" East 36 feet! thence tun South 2°12'41" East 11 feet; thence run North 87°47'19" East 36 feet thence tun North 2°12'41" West 11 feet; thence run North 87°47'19" East 36 feet; thence tun South 2°12'41" East 11 feet; thence run North 87°47'19" East 39 feet) thence run North 2°12'41" West 11 feet; thence tun North 87°47'19" East 39 feet; thence run South 2°12'41" East 11 feet; thence run North 87°47'19" East 36 feet; thence tun North 87°47'19" East 36 feet; thence run North 2°12'41" West 11 feet; thence tun North 87°47'19" East 69.47 feet! thence run South 2°12'41" East 104 feet; thence run North 87°47'19" East 152 feet! thence run North 2°12'41" West 150 feet to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 550 feet and a central angle of 17°36'26", run Northerly 169.02 feet; thence run North 76°05'50" feet) thence tun North 6°57'42" East 45.30 feet to a point of the arc of a curve running Westerly to the left, a radial at Baid point bearing South 13°16'09" West; thence along the arc of said curve to the left, having a radius of 495 feet and a central angle of 23°51'07", run Westerly 206.07 feet! thence run North

MAR-6-96 WED 16:58
 CENTER HOMES
 FAX NO. 9038712539

DESCRIPTION OF "TAKE DOWN" PARCELS NO. 2
AT AVALON
FOR CENTEX REAL ESTATE CORP.
(CONTINUED)

10°34'58" West 483.88 feet along a line radial to the last described curve; thence run South 83°48' West 503.48 feet to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North 76°58'57" East; thence along the arc of said curve to the left, having a radius of 183 feet and a central angle of 14°57'48", run Southeasterly 47.79 feet; thence run Smith 62°01'09" West 130 feet to a point of intersection with the arc of a curve running Southeasterly to the left; thence along the arc of said curve to the left (the Northeasterly projection of the last described course being radial to said curve) having a radius of 313 feet and a central angle of 15°58'35", run Southeasterly 87.26 feet; thence run Smith 46°02'34" West 207 feet to a point of intersection with the arc of a curve running Northwesterly and Northeasterly to the right; thence along the arc of said curve to the right (the of the last described course being radial to said curve) having a radius of 520 feet and a central angle of 91°44'49", run Northwesterly and Northeasterly 832.67 feet; thence run North 42°53'34" West 124.32 feet to a point of curvature of a curve to the left; thence along the arc of said curve to the left, having a radius of 30 feet and a central angle of 49°17'21", run Northwesterly 25.81 feet to a point of tangency; thence run South 87°49'05" West 124.76 feet along the tangent extended, to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 207 feet and a central angle of 39°24'18", run Northwesterly 142.36 feet to a point of tangency; thence run North 52°46'37" West 95.89 feet along the tangent extended, to the Point of Beginning.

Said lands situate in the City of Miramar, Broward County, Florida; and containing 55.106 acres, more or less.

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SKETCH OF "TAKE DOWN" PAR L NO. 3
AT AVALON
FOR ITEX REAL ESTATE CORP.

(Description - Sheet 2 of 2)

typing or printing satisfactory in
this document when microfilmed.

BY: C.C. WINNINGHAM CORPORATION
1040 N.E. 45TH STREET
OAKLAND PARK, FLORIDA 33334

TOTAL "TAKE DOWN" AREA = 54.212 AC.
R/W DEDICATION AREA = 5.176 AC.
NET AREA = 49.036 AC.

THIS IS NOT A SURVEY

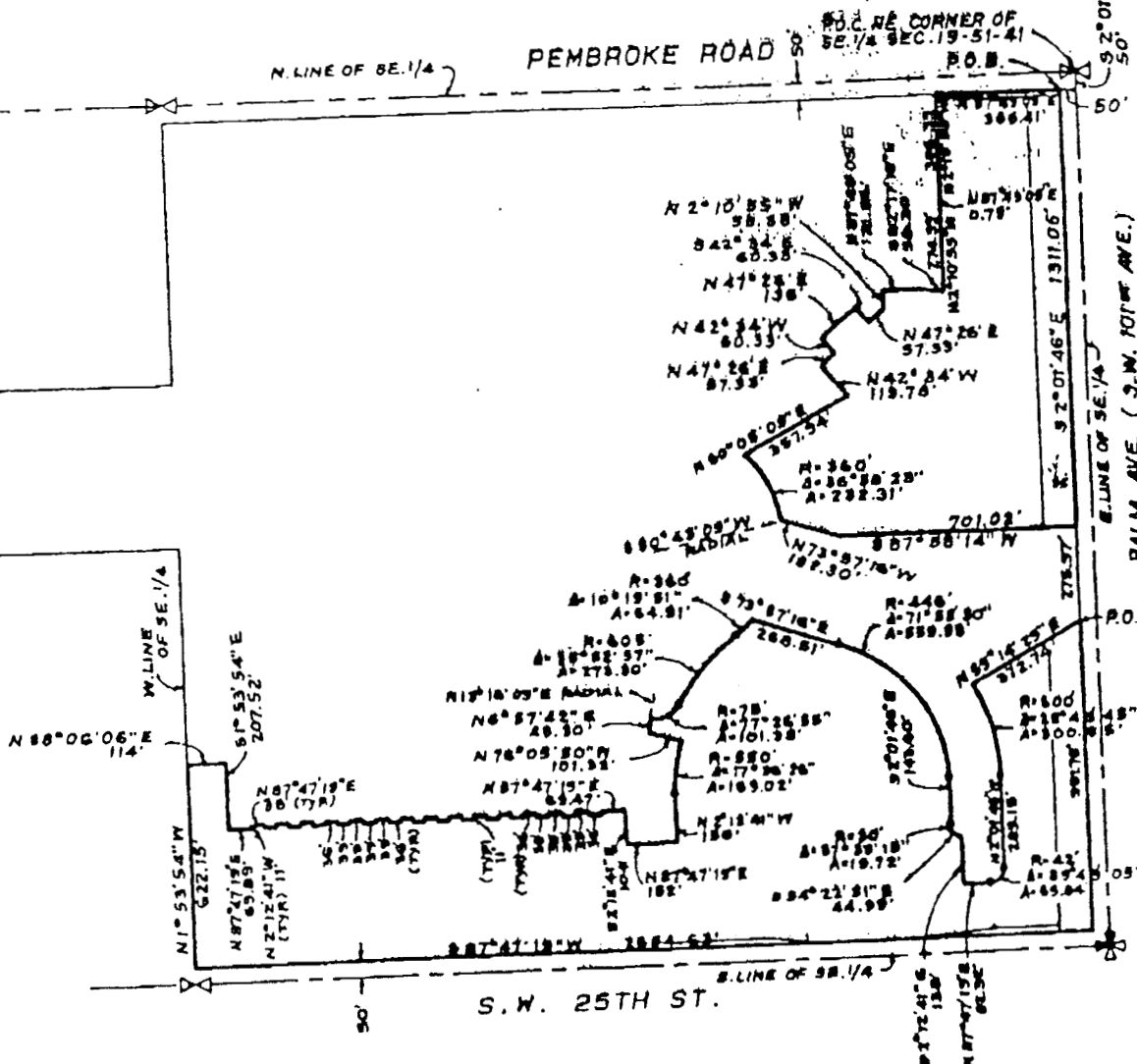
CERTIFICATE

THIS IS TO CERTIFY THAT A SKETCH WAS MADE
THIS DAY OF THE PROPERTY AS DESCRIBED AND
SHOWN HEREON AND THAT THE SKETCH AND
DESCRIPTION ARE ACCURATE AND CORRECT TO
THE BEST OF OUR KNOWLEDGE AND BELIEF.
THIS SKETCH MEETS THE MINIMUM TECHNICAL
STANDARDS SET FORTH BY THE FLORIDA BOARD
OF LAND SURVEYORS IN CHAPTER 61017-5,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO
SECTION 472.027.

C.C. WINNINGHAM CORPORATION

By: *Charles C. Winningham*
Charles C. Winningham
Registered Land Surveyor No. 1550
State of Florida

SCALE: 1" = 450'
10-31-'94
REV. 8-31-'95



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

EXHIBIT "B"
Sheet 1 of 2

40970

**DESCRIPTION OF "TAKE DOWN" PARCEL NO. 3
AT AVALON**

FOR CENTEX REAL ESTATE CORP.

A parcel of land in the South 1/2 of Section 19, Township 51 South, Range 41 East, said parcel including portions of Tracts 33 thru 42 and portions of Tracts 57 thru 64, according to the Everglades Sugar & Land Company Subdivision of Sections 6, 7, 18, 19, 30 and 31. Township 51 South, Range 41 East and the East 1/2 of Township 51 South, Range 40 East, as recorded in Plat Book 2 at Page 39 of the Public Records of Dade County, Florida, and being more particularly described as follows:

Tract 33, excepting therefrom all that portion thereof lying within 50 feet of the East line of the Southeast 1/4 of Section 19 and excepting therefrom that portion thereof lying within 55 feet of the North line of said Southeast 1/4 of said Section 19; And all of Tracts 34 thru 40 inclusive, excepting therefrom all that portion thereof lying within 55 feet of the North line of said Southeast 1/4; And the South 500 feet of Tracts 41 and 42; And all of that portion of Tracts 57 thru 63 inclusive, excepting therefrom that portion thereof lying within 50 feet of the South line of said Section 19; And all of Tract 64, excepting therefrom that portion thereof lying within 50 feet of the East line of said Southeast 1/4 of Section 19 and excepting therefrom that portion thereof lying within 50 feet of said South line of Section 19, as said parcel is also described as the Southeast 1/4 less the North 50 feet thereof, less the East 50 feet thereof and less the South 50 feet thereof and the South 542 feet of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 19.

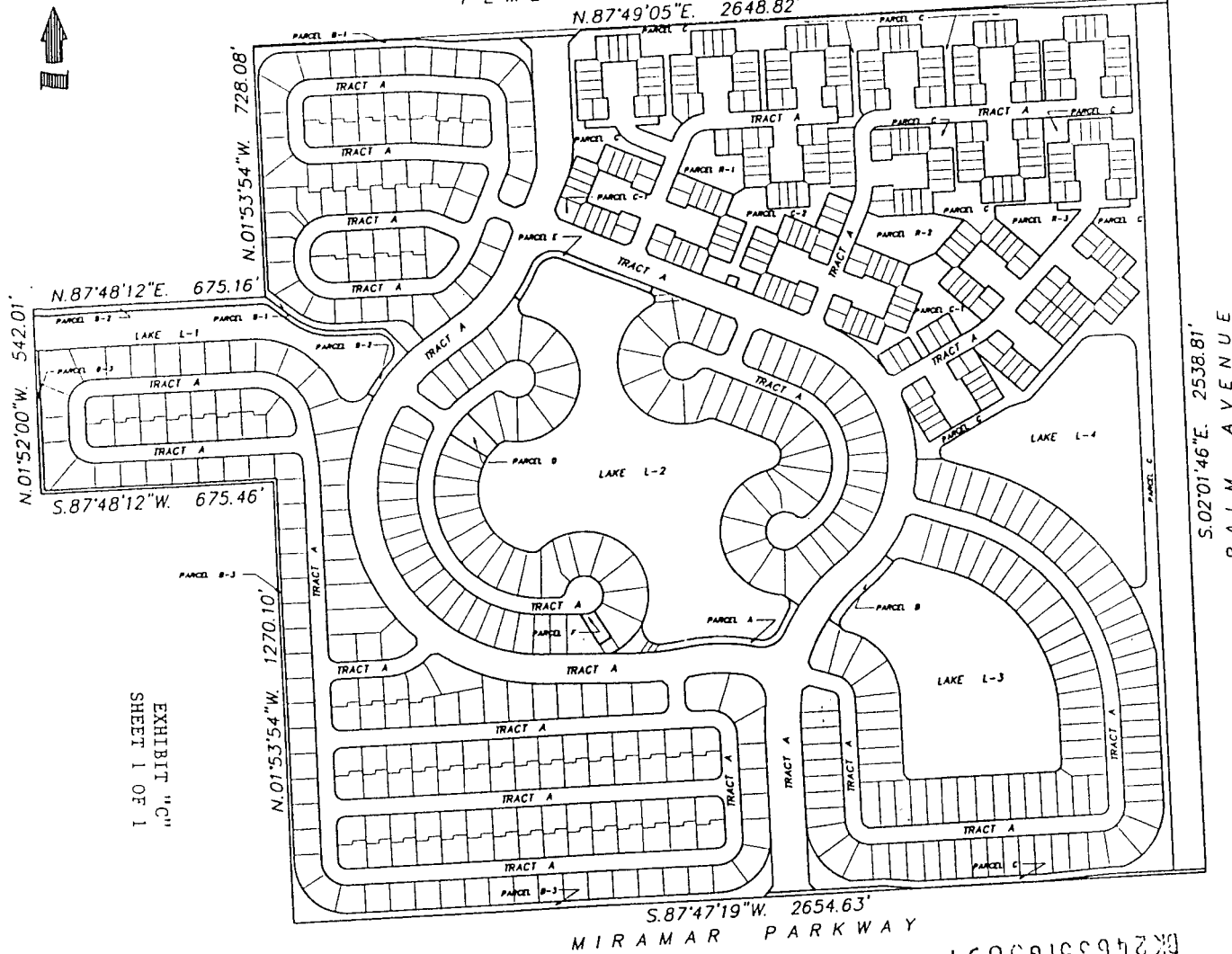
Said lands including all lands shown on the plat of Avalon, as recorded in Plat Book 160 at Page 4 of the Public Records of Broward County, Florida Excepting therefrom that portion thereof described in the instruments filed in Official Records Book 23600 at Page 295 of the Public Records of Broward County, Florida.

Said lands situate in the City of Miramar, Broward County, Florida and containing 54.212 acres, more or less.

OK 24635FC0890

PEMBROKE ROAD
N.87°49'05"E. 2648.82'

EXHIBIT "C"
SHEET 1 OF 1



DESCRIPTION

Tract A. Parcels A, B, B-1, B-2, B-3, C, C-1, C-2, C-3, D, E, F, R-1, R-2, R-3, L-1, L-2, L-3 and L-4 according to the plat of AVALON, as recorded in Plat Book 160 at Page 4 of the Public Records of Broward County, Florida.

LEGEND

TRACT A - Roadway and Parking Areas
TRACTS B, B-1, B-2 and B-3 - Are Landscape Buffers
TRACTS C, C-1, C-2, and C-3 - Are Landscaped Areas
TRACTS D, E, and F - Are Drainage Easements
R-2 and R-3 - Are Recreation Tracts

AVALON

CITY OF MIRAMAR, BROWARD COUNTY, FLORIDA
FOR
CENTEX HOMES

C.C. WINNINGHAM CORPORATION

LAND SURVEYORS - LAND DEVELOPMENT CONSULTANTS - PLAT EXPEDITORS
1040 N.E. 45TH STREET • OAKLAND PARK, FLORIDA 33334
PHONE: 305/772-2640 FAX: 305/938-9072

SCALE: 1" = 400' 3/13/96 41812

EXHIBIT "C"
SHEET 1 OF 1

16809J9C942X0

REGISTERED
LAND SURVEYORS

Charlie C. Winingham II
Arnold J. Waldemith
Richard P. Zettlemoyer
Charles E. Goldsmith

Francis J. Sousa

C. C. WINNINGHAM CORPORATION



REGISTERED
ENGINEER

Tan Q. Lively

Land Surveyors • Land Development Consultants • Plat Expeditors

45th STREET • OAKLAND PARK, FLORIDA 33334

PHONE: 772-2640

FAX: 938-9072

DESCRIPTION OF LANDS TO BE DEEDED, TO

THE AVALON MASTER HOMEOWNER ASSOCIATION

Tract A, Parcels A, B, B-1, B-2, B-3, C, C-1, C-2, C-3, D, E, F, R-1, R-2, R-3, L-1, L-2, L-3 and L-4 according to the plat of AVALON, as recorded in Plat Book 160 at Page 4 of the Public Records of Broward County, Florida.

PK 24635 PG 0892

END