

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
OAK KNOLL AT PINE ISLAND RIDGE

86275376

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR OAK KNOLL AT PINE ISLAND RIDGE ("Declaration") is made this 22 day of July, 1986 by the corporate entity described in Paragraph 1.15 hereof ("Declarant"), joined by OAK KNOLL AT PINE ISLAND RIDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Homeowners Association").

WHEREAS, Declarant is the owner in fee simple of certain real property, more particularly described on Exhibit A attached hereto ("Subject Property"), and intends to develop thereon a residential community to be known as "Oak Knoll at Pine Island Ridge," the Subject Property being included within the Plat ("Plat") of PINE LAKE RIDGE REPLAT as recorded on July 8, 1986 in Plat Book 127, Page 45 of the Public Records of Broward County, Florida, and subject to the easements and dedications shown thereon; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of Oak Knoll at Pine Island Ridge as are hereby or as may hereafter be established; and

WHEREAS, Declarant desires to commit the Subject Property to the provisions of this Declaration; and

WHEREAS, Declarant has caused Oak Knoll at Pine Island Ridge Homeowners Association, Inc., a Florida corporation not for profit ("Homeowners Association"), to be formed, which Homeowners Association has joined in this Declaration and to which there has been and will be delegated and assigned: (i) certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Subject Property; (ii) the enforcement of the covenants and restrictions contained herein relating to the Subject Property, including, but not limited to, the "Common Areas," "Lots" and the "Dwelling Units" (as such terms are hereinafter defined); 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 Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, provisions, restrictions, easements, reservations, regulations and burdens hereinafter set forth, all of which shall run with the Subject Property, and which shall be binding on all parties having any right, title or interest in the Subject Property and their grantees, successors, heirs and assigns.

1. DEFINITIONS

The following words and phrases when used in this Declaration following meaning stated in the "Lease and Land Use Agreement" (as hereinafter defined) and as follows, unless the context should clearly reflect another meaning:

1.1. "Amendment(s)" means any and all amendment(s) to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Restrictions and Easements for Oak Knoll at Pine Island Ridge" and each of which shall be properly adopted pursuant to the terms of the Oak Knoll at Pine Island Ridge Documents including this Declaration, and recorded in the Official Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not

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RETURN TO

LEONARDO J. MAIMAN  
RUDEN, BARNETT, McCLOSKEY, SCHUSTER & RUSSELL  
POST OFFICE BOX 1900  
FORT LAUDERDALE, FLORIDA 33302

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otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Official Records of the County.

1.2. "Annual Assessment" means a share of funds required for the payment of Operating Expenses which is assessed quarterly by the Homeowners Association against an Owner pursuant to the Declaration.

1.3. "Articles" means the Articles of Incorporation of the Homeowners Association, a copy of which is attached hereto as Exhibit B and made a part hereof.

1.4. "Association" means a Florida corporation not for profit which is: (i) responsible for operating one or more of the "Condominiums of Pine Island Ridge" or a group of townhouses, villas or other single-family dwellings.

1.5. "Attorneys' Fees" means all costs, expenses and attorneys' fees including, but not limited to, those incurred at all trial, appellate, and postjudgment proceedings levels and whether or not suit be instituted.

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

1.7. "Bylaws" means the Bylaws of the Homeowners Association, a copy of which is attached hereto as Exhibit C and made a part hereof.

1.8. "Committee" means the Architectural Review Committee established pursuant to and described in Section 4 hereof.

1.9. "Common Areas" shall mean and refer to those portions or tracts of land within Oak Knoll at Pine Island Ridge, together with any improvements thereon, consisting generally of the roadways, green areas, pathways and water management areas, including the lakes, which are, or are to be owned, and/or maintained by the Homeowner's Association pursuant to this Declaration, as the same may be supplemented or amended from time to time. The term "Homeowners Association Property" shall include any personal property acquired by the Homeowners Association. The Common Areas includes such real property as may from time to time become committed to use hereunder as Common Areas.

1.10. "Contributing Unit Owner" means the Owner of a Lot or Dwelling Unit which has: (i) been conveyed by Declarant; or (ii) if owned by Declarant, is occupied for residential purposes.

1.11. "Country Club" means Pine Island Ridge Country Club, Inc.

1.12. "Country Club Areas" means the "Demised Parcel" (as defined in the Lease and Land Use Agreement) and all improvements in personal property contained thereon.

1.13. "Country Club Operating Expenses" means the expenses of operating certain lands and improvements designated as "Country Club Areas" as described on Exhibit A to the Lease including, but not limited to, taxes, insurance, maintenance and administrative expenses as more particularly set forth in the Lease. For the purpose of clarification, Country Club Operating Expenses are not Operating Expenses but are collected by the Association in the same manner as Operating Expenses.

1.14. "County" means Broward County, Florida.

1.15. "Declarant" means Oak Knoll at Pine Island Ridge, Ltd., a Florida limited partnership, its grantees, successors and assigns. An Owner shall not, solely by the purchase of a Lot or Dwelling Unit, be deemed a successor or assign of Declarant's rights or obligations under the Documents unless such Owner is specifically so designated as a successor or assign of such rights or

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obligations in the respective instrument of conveyance or other instrument executed by Declarant.

1.16. "Declaration" means this document as amended or supplemented from time to time.

1.17. "Documents" means in the aggregate this Declaration and any amendments hereto which may from time to time be placed of record among the Public Records of the County, the Articles and the Bylaws and all of the instruments and documents referred to or incorporated therein or attached thereto as the same may exist from time to time executed in connection with Oak Knoll at Pine Island Ridge.

1.18. "Dwelling Unit(s)" means a portion of Oak Knoll at Pine Island Ridge that is subject to private ownership and is a "Dwelling Unit" as defined in the Lease and Land Use Agreement.

1.19. "Homeowners Association" means Oak Knoll at Pine Island Ridge Homeowners Association, Inc. The Homeowners Association is a corporate entity and Owners by their acceptance of a deed conveying property within Oak Knoll at Pine Island Ridge thereby acknowledge the valid corporate existence of the Homeowners Association and thereby covenant and agree to respect the corporate identity of the Homeowners Association notwithstanding that Declarant may appoint and/or elect a majority of the Board of such corporate entity.

1.20. "Institutional Mortgagee" means: (i) any lending institution having a first mortgage lien upon a lot, including any Dwelling Unit thereon, including, but not limited to, any of the following institutions: a Federal or State Savings and Loan or Building and Loan Association, bank or real estate investment trust, or mortgage banking company doing business in the State of Florida; or (ii) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation; or (iii) any and all investing or lending institutions, or the successors and assigns of such lenders (herein referred to as the "Lenders") which have loaned money to Declarant to acquire, or construct improvements upon, any portion of the Subject Property and which hold a mortgage upon any portion of the Subject Property securing such a loan; or (iv) Declarant.

1.21. "Interest" means the highest non-usurious rate allowed by law, and if no such rate be prescribed by law, then at eighteen percent (18%) per annum.

1.22. "Lease and Land Use Agreement" means the document recorded in Official Records Book 5470, at Page 451 of the Public Records of the County and any amendment thereto, whereby certain restrictions have been imposed upon the real property referred to therein to establish a Plan of Development and Land Use Plan for the community known as Pine Island Ridge. The term "Lease and Land Use Agreement" as used herein shall be interpreted to include that certain Pine Island Ridge Sublease and any amendment thereto entered into by the Homeowners Association as sublessee and the Country Club as sublessor and certain other entities recorded in Official Records Book 13555, at Page 722 of the Public Records of the County.

1.23. "Lot" means and includes any single platted lot within any portion of the Subject Property as shown on the Plat or described by metes and bounds and upon which a single-family Dwelling Unit may or has been constructed. The term "Lot" as used herein shall also include any additional property which may be vacated as a result of the relocation of the Nob Hill Road, road right of way and conveyed to an Owner of a Lot adjacent to said right of way.

1.24. "Maintenance" means, but is not limited to, the following in connection with the Common Areas: cleanup, landscape care and replacement.

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lawn care and other services as related to retention and drainage areas and drainage easements, painting and structural upkeep of improved properties, roads, sidewalks, paths and rights of way, repair and all other such functions incidental to the services of the Homeowners Association; provided, however, that such Maintenance responsibility, as to landscaping adjacent to lakes which may be located upon property conveyed or to be conveyed to the Homeowners Association or the Country Club shall be secondary to the Maintenance responsibility of a Lot Owner.

1.25. "Notice" to an Owner means the proper placement of a document with postage prepaid in the United States Postal system for delivery by mail to the last known address of the person or entity who appears as Owner of any Lot or Dwelling Unit on the records of the Homeowners Association. It shall be the duty of each Owner to keep the Homeowners Association informed of his current mailing address.

1.26. "Oak Knoll at Pine Island Ridge" means the single-family home, planned community known as "Oak Knoll at Pine Island Ridge" planned for development upon the Subject Property committed to land use under this Declaration.

1.27. "Operating Expenses" means the expenses, other than Remedial Maintenance Fees, for which Owners are liable to the Homeowners Association as described in this Declaration and in the Articles or Bylaws, and includes, but is not limited to, the cost and expenses incurred by the Homeowners Association in owning, administering, operating, reconstructing, maintaining, repairing and replacing the Homeowners Association Property and Common Areas from and after the date this Declaration is recorded among the Public Records of the County. The Operating Expenses shall be paid through the "Annual Assessment" as determined pursuant to Section 9.1 of this Declaration.

1.28. "Owner" means the owner of fee simple title to a Lot or a Dwelling Unit located within the Subject Property as shown by the public records in the office of the Clerk of the Circuit Court of the County, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities. An Owner shall not mean nor 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 "Owner" mean or refer to any lessee or tenant of an Owner.

1.29. "Plat" means the plat of PINE LAKE RIDGE REPLAT, as recorded in Plat Book 127, Page 45 of the Public Records of the County. The real property depicted and described by the Plat is herein referred to as the "Platted Property."

1.30. "Remedial Maintenance Fee" means those expenses to which "Defaulting Owners" (as hereinafter defined) may be liable pursuant to the provisions of Paragraph 6.2.1.

1.31. "Subject Property" means the real property described on Exhibit A hereto and any additional lands which may be vacated by virtue of the relocation of Nob Hill Road and conveyed to Declarant or Owner of a Lot adjacent to said vacated right of way and/or any other lands adjacent to the Subject Property which Declarant may hereafter acquire and submit to the terms and provisions of this Declaration, notwithstanding the presence or existence of a canal, waterway, roadway, or right-of-way between the Subject Property and such other lands. Nothing herein contained shall be deemed to impose the restrictions of this Declaration upon such additional lands until same shall be submitted to the terms hereof.

1.32. "Turnover Date" means sixty (60) days after the "Turnover Event" as defined in Paragraph 4.3.10 hereof.

## 2. PLAN FOR DEVELOPMENT OF OAK KNOLL AT PINE ISLAND RIDGE

Declarant has acquired and is the owner of the Subject Property and intends to construct thereon or upon portions thereof a multi-phase planned community of single family homes to be known as Oak Knoll at Pine Island

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Ridge. The Subject Property is hereby committed and declared to be subject to all of the covenants, restrictions, terms and conditions of this Declaration. Oak Knoll at Pine Island Ridge constitutes a phase of Pine Island Ridge. As such, the Homeowners Association shall be an "Association Member" of the Country Club as described in the Lease and Land Use Agreement and other Country Club documents. The Country Club has been organized for the purpose of administering covenants and obligations relating to the Country Club Areas in Pine Island Ridge, the use of which is shared by all "Dwelling Unit Owners" at Pine Island Ridge as set forth in the Lease and Land Use Agreement and other Country Club documents. All members of the Homeowners Association acquire the benefits as to the use of the Country Club Areas and the obligation to pay Country Club Operating Expenses.

### 3. HOMEOWNERS ASSOCIATION

#### 3.1. Membership

3.1.1. Every Owner shall be a Member of the Homeowners Association, and, by acceptance of a deed or other instrument evidencing his ownership interest, and whether or not stated therein, each Owner accepts his membership in the Homeowners Association, acknowledges the authority of the Homeowners Association as stated in this Declaration 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 Documents. In addition, the family, relatives, guests, licensees, invitees and tenants of the Owners (and the family, relatives, guests, licensees, invitees and subtenants of tenants), shall, while in or on any part of the Subject Property, abide and be bound by the provisions of the Documents.

3.1.2. The Members shall consist of the Owners. The rights of the Members regarding voting, corporate meetings, notices and other Homeowners Association matters shall be as set forth in the Documents.

3.1.3. The votes of the Members, other than Declarant, who are also members of an Association shall be cast as provided in the Articles.

#### 3.2. Board of Directors

3.2.1. The Homeowners Association shall be governed by the Board of Directors which shall be appointed, designated or elected as set forth in the Articles and Bylaws. Each action which may be taken by the Homeowners Association pursuant to the terms of the Documents shall be taken by the Board without intervention or approval of the Members, by vote or otherwise, unless clearly stated to the contrary in the Documents or the laws of the State of Florida.

3.2.2. Until the Turnover Date, Declarant will appoint all members of the Board; provided, however, should Declarant agree, in an Amendment or Supplement, that the Members generally may elect one or more members of the Board of Directors, then, as to only such Governor(s), they shall be elected and/or appointed as provided in such Amendment or Supplement.

#### 3.3. Services

The Homeowners Association may perform any of and all the following services:

3.3.1. Provide maintenance of all Common Areas and any other areas specifically designated herein or in a Supplement hereto, as the maintenance responsibility of the Homeowners Association. The Homeowners Association may, to the extent permitted by the appropriate governmental authority, also provide maintenance of all city, county, district or municipal

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properties which are located within or in a reasonable proximity to the Subject Property to the extent that their deterioration would adversely affect the appearance of the Subject Property, as determined in the sole discretion of the Board. Subject to the approval of the Committee, the Homeowners Association shall adopt and may amend and/or supplement standards of maintenance and operation applicable to Subject Property within Oak Knoll at Pine Island Ridge which is the maintenance responsibility of an entity or person other than the Declarant to assure that such maintenance responsibilities are carried forth in a manner so as to maintain the beauty and aesthetic quality of Oak Knoll at Pine Island Ridge as established by the Declarant.

3.3.2. Provide maintenance of any real property located within Oak Knoll at Pine Island Ridge upon which the Homeowners Association has accepted, pursuant to the Plat or in a separate writing, an easement for said maintenance.

3.3.3. Provide maintenance, monitoring and testing of the storm water management system, waterways and lakes within the Subject Property, and maintenance of the storm water management system, drainage area, retention ponds, waterways and lakes within the Subject Property if and to the extent permitted or required by any governmental authority having jurisdiction thereof. Said maintenance responsibility may be either: (i) primary, in which case the Homeowners Association shall itself provide such maintenance or shall directly contract for the provision thereof; or (ii) secondary, in which case the Homeowners Association shall have an oversight responsibility as to the entity or person responsible for such portion of the storm water management system, drainage areas, retention ponds, waterways and/or lakes within the Subject Property, and shall, if said entity fails to adequately maintain, monitor and/or test such system, enter upon such property and provide such maintenance, monitoring and/or testing as it deems necessary.

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

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

3.3.6. Conduct business of the Homeowners 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.

3.3.7. Purchase general liability and hazard insurance covering improvements and activities on the Common Areas on a current replacement cost basis and if determined necessary by the Board, directors and officers liability insurance.

3.3.8. Operate, as and when provided in this Declaration the Architectural Review Committee.

3.3.9. Publish and enforce as the Homeowners Association deems necessary the Rules for the Subject Property.

3.3.10. Provide and maintain throughout the Subject Property, lighting, if any, of roads, sidewalks, and bike paths (if any) if determined necessary or appropriate by the Board.

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3.3.11. Provide garbage and trash collection and disposal to the Subject Property unless provided by a governmental entity.

3.3.12. Construct, repair and maintain improvements on the Common Areas.

3.3.13. 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 Homeowners Association's mandate to keep and maintain the Subject Property in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of the life at Oak Knoll at Pine Island Ridge.

#### 3.4. Obligation of the Homeowners Association

3.4.1. Board Determination: The Homeowners Association shall carry out the functions and services as specified in this Section 3 to the extent such functions and services can be provided with the proceeds first from Annual Assessment and then, if necessary, from "Special Assessments" (as defined in Section 7.8 hereinbelow). The functions and services referred to in this Section 3 to be carried out or offered by the Homeowners Association at any particular time shall be determined by the Board taking into consideration the proceeds of Assessments, the need of the Members and of Oak Knoll at Pine Island Ridge. The functions and services which the Homeowners 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 of Directors.

3.4.2. Conveyance to Homeowners Association: The Homeowners Association is obligated to accept any and all conveyances to it by Declarant of a fee simple title, easements or leases to Common Areas.

3.4.3. Conveyance by Homeowners Association: The Homeowners Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

3.4.4. Member Approval for Certain Actions Required: Notwithstanding anything contained herein to the contrary, the Homeowners Association shall be required to obtain the approval by the vote of Owners entitled to cast three-fourths (3/4) of the votes of the entire Membership of the Homeowners Association (at a duly called meeting of the Owners at which a quorum is present whether by proxy or otherwise) prior to the payment of or contracting for legal or other fees to persons or entities engaged by the Homeowners 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 Owners are obligated to pay pursuant to the Documents;
- (iii) the enforcement of the use and occupancy restrictions contained in the Documents;
- (iv) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Common Areas, the Dwelling Units or to the Owners.

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4. LAND USE OF OAK KNOLL AT PINE ISLAND RIDGE

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses referred to herein, Declarant does hereby declare that the Subject Property, including but not limited to each Dwelling Unit and Lot, shall at all times be used, constructed, occupied and held subject to land use covenants as follows:

4.1. Approval of Plans and Specifications;  
Architectural Review Committee

For the purpose of insuring the development of Oak Knoll at Pine Island Ridge as an area of high standards, an Architectural Review Committee ("Committee") shall be established as follows:

4.1.1. The Committee: Initially, the Committee shall consist of three (3) persons designated by Declarant, and Declarant shall also 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 Homeowners Association a notice of such resignation or replacement which shall be signed by Declarant, or its assignee pursuant to Subparagraph 4.1.1.1 hereof, and shall also place therewith a Notice of Appointment as to the successor of the departing Committee member which shall be signed by the Declarant, or its assignee pursuant to Subparagraph 4.1.1.1 hereof. The initial members of the Committee shall be the members of the Board.

4.1.1.1. 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. Such an assignee shall be solely responsible for the selection and actions of the Committee 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 Homeowners Association.

4.1.1.2. Notwithstanding anything herein to the contrary, at such time as Declarant no longer owns any portion of the Subject Property, or when Declarant voluntarily so elects, whichever shall first occur, Declarant shall assign to the Homeowners Association the right to appoint members of the Committee, whereupon the Board of the Homeowners Association shall thereafter appoint the members of the Committee.

4.1.2. Committee Action: A majority of the Committee may designate a member of the Committee to act for it. 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 Paragraph 4.1.1.2 hereof, the Declarant shall have the full authority to designate a successor.

4.1.3. Requirement of Committee Approval: Except for Dwelling Units and other structures 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 deemed to conform to the Plan of Development for Oak Knoll at Pine Island Ridge, no improvement or structure of any kind, including, without limitation, any building, shed, play structure, wall, fence, swimming pool, tennis court, or screened enclosure, shall be erected, placed or maintained and no addition, alteration,

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modification or change to any such improvement or structure shall be made without the prior written approval of the Committee including, but not limited to painting the Dwelling Unit in a color other than the color originally on the painted surface.

4.1.4. Method of Obtaining Committee Approval: In order to ~~obtain the approval of the Committee, a complete set 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 construction or alteration.

4.1.5. 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. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to each respective Owner submitting same. In the event the Committee fails to approve or to disapprove in writing any Plans after: (i) submission to the Committee of the Plans and any and all other reasonably requested information and materials related thereto ("Submission"); and (ii) thirty (30) days have elapsed since Submission and written request for approval or disapproval was delivered to the Committee by the Owner or the Owner's agent or attorney, then said Plans shall be deemed to have been approved by the Committee; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any conditions or restrictions contained in this Declaration, or which violates any applicable zoning or building ordinance or regulation.

4.1.6. Indemnification: Each and every member of the Committee, including, but not limited to, members designated by Declarant, shall be indemnified by the Homeowners Association and the Owners against all costs, expenses and liabilities, including Attorneys' Fees reasonably incurred by or imposed upon him or her in connection with any proceeding, litigation or settlement in which he or she becomes involved by reason of being or having been a member of the Committee. The foregoing provisions for indemnification shall apply whether or not he or she is a member of the Committee at the time such expenses are incurred. Notwithstanding the above, in instances where a member of the Committee admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of this Declaration 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.

4.1.7. Enforcement: There is specifically reserved unto the Committee the right of entry and inspection upon any Lot or other portion of the Subject Property for the purpose of determination by the Committee whether there exists any construction of any improvement which violates the terms of any approval by the Committee or the terms of this Declaration or of any other covenants, conditions, and restrictions to which the deed associated with such Lot 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 Owner of record at least twenty-four (24) hours in advance of such entry. The Committee is specifically empowered to enforce the provisions of this Declaration 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 court costs, expenses and Attorneys' Fees in

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connection therewith. The Homeowners Association shall indemnify and hold harmless the Committee from all costs, expenses and liabilities, including Attorneys' Fees incurred by virtue of any member of the Committee's service as a member of the Committee.

4.1.8. Development Standards:

4.1.8.1. The Committee is empowered to publish or modify from time to time, design and development standards for Oak Knoll at Pine Island Ridge, including but not limited to standards for the following ("Standards"): (i) architectural design of improvements including, but not limited to, design standards for any Dwelling Unit or other improvement constructed within the Subject Property; (ii) fences, walls and similar structures; (iii) exterior building materials and colors; (iv) exterior 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, landscaping and improvements on lands owned or controlled by the Homeowners Association.

4.1.8.2. A copy of the Standards promulgated by the Committee shall be approved by the Board and within a reasonable time after such approval, each and every Owner within Oak Knoll at Pine Island Ridge shall be provided with notice of such approval and a copy of the promulgated Standards. Any modifications thereto shall likewise be promulgated by the Committee and, upon approval by the Board, notice of such approval shall be given to each Owner within Oak Knoll at Pine Island Ridge accompanied by a copy of such modifications. Any alteration or modification of the Standards once promulgated shall be reasonable and consistent with the plan of development for Oak Knoll at Pine Island Ridge.

4.1.9. Scope of Review: 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 Subject 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 plan from the standpoint of structural safety or conformance with building or other codes.

4.1.10. Variance from Standards: The Committee may authorize, in a reasonable manner so as not to destroy the general scheme or plans of the development of Oak Knoll at Pine Island Ridge, variances from compliance with any Standards which it has promulgated pursuant to its authority as specified in Paragraph 4.1.8 hereof 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 this Declaration 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 this Declaration 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 a member of the Committee.

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4.1.11 Committee Approval: The Committee shall have the right to refuse to approve any proposed plans which, in its sole discretion, are not suitable or desirable. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to each respective Owner submitting same; provided, however, that in the event the Committee fails to approve or to disapprove in writing any Plans within thirty (30) days after submission thereof and any other reasonably requested information and materials related thereto to the Committee, then said Plans shall be deemed to have been approved by the Committee. In the event the Committee disapproves any plans submitted to it, then in such event, the Committee shall notify said Owner in writing of such disapproval and the reason therefore and said Owner may thereafter resubmit the Plans for reconsideration.

#### 4.2. Restrictions on Land Use

In order to preserve the values and amenities of Oak Knoll at Pine Island Ridge, the following provisions shall be applicable to the Subject Property:

4.2.1. Residential Use: All Lots are restricted to the use of a single family, their household servants, and guests. No more than one Dwelling Unit may be built on one Lot. Improvements accessory to the use of one family may be erected on a Lot, subject to the provisions of this Paragraph 4.2 and Paragraph 4.1 above; provided they do not furnish accommodations for an additional family. A construction shed may be placed on a Single Family Lot with the consent of the Committee and remain there temporarily during the course of active construction of a Dwelling Unit; otherwise, no portable buildings may be placed on a Lot.

4.2.2. No Trade, Business, Profession, Etc.: No trade, business, profession, or any other type of commercial activity shall be carried on upon the Subject Property; provided, however, that an Owner may use a room within a residence as an office for conducting personal business if such personal business does not require contact at the residence with customers or clientele of the Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Dwelling Unit. Any such personal office use shall not be deemed a commercial activity in violation of this paragraph 4.2.2. Such personal business use must, nonetheless, comply with any applicable governmental regulation. Notwithstanding the foregoing, Declarant shall have the right to carry on construction activity and to transact on the Subject Property any business necessary to consummate the sale, lease or encumbrance of Lots, Dwelling Units, or other real property in Oak Knoll at Pine Island Ridge, including but not limited to the right to maintain models, storage areas, and sales/construction offices including, but not limited to, sales or administrative offices maintained in a temporary structure or building such as a trailer or mobile home, and have signs and employees in the offices. Declarant may, from time to time, assign this commercial usage right (including the right to carry on construction activity) to such other persons or entities as Declarant may choose while at the same time retaining such right for itself. Notwithstanding anything to the contrary herein contained, the provisions of this subparagraph may not be amended without Declarant's prior written consent for so long as Declarant owns any portion of the Platted Property.

4.2.3. Lot Area: No Lot shall be resubdivided unless the number of Lots resulting is less than, or equal to, the number of Lots originally existing.

4.2.4. Building Code: All Dwelling Units and permitted accessory buildings shall be erected in accordance with all applicable building code requirements of the County and any municipality in which the Subject Property may be situated or into which the Subject Property may hereafter be annexed.

Nothing contained herein shall, however, place a duty upon the Homeowners Association or the Committee to determine compliance with any such building code. The Homeowners Association and the Committee may conclusively rely on the determination of the governmental agency responsible for enforcement of any such code as demonstrated by issuance of a certificate of occupancy for such improvement.

4.2.5. Removal of Sod and Shrubbery; Alteration of Drainage; etc.: Except for Declarant's acts and activities in the development of Oak Knoll at Pine Island Ridge, no sod, topsoil, muck, trees or shrubbery shall be removed from the Subject Property and no change in the condition of the soil or the level of any Subject Property shall be made which results in any permanent change in the flow or drainage of surface water of or within the Subject Property and/or which detrimentally affects any adjoining Lot or Dwelling Unit. No Owner, other than Declarant, shall remove any oak tree located within Oak Knoll at Pine Island Ridge. It is hereby acknowledged that the oak trees located on the Subject Property add to the aesthetic environmental quality of Oak Knoll at Pine Island Ridge. Accordingly any Owner who removes, harms or improperly prunes any oak tree on the Subject Property shall be assessed a penalty of Five Thousand and 00/100 Dollars (\$5,000). The Association is hereby given the right to place a lien upon said Owner's lot and Dwelling Unit pursuant to Paragraph 8.2 below.

4.2.6. Trash, Garbage, Etc.: No portion of the Subject Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such material shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition so as not to permit the emission of obnoxious odors. During construction of a Dwelling Unit or other improvement upon a Lot, the Owner thereof shall be required to maintain the Lot in a clean condition, and to provide receptacles for the disposal of trash and rubbish as well as other construction debris. No construction debris shall be permitted to remain upon the Lot.

4.2.7. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Dwelling Unit, except that dogs, cats and other non-exotic common household pets may be kept on a Lot or within a Dwelling Unit, provided that they are not kept, bred or maintained for any commercial purpose.

The right, subject to the terms and conditions of this Declaration to keep certain animals upon Lots or within Dwelling Units as granted hereby is only a license granted by the Homeowners Association to an Owner and may, upon reasonable cause, be revoked at any time as to any Owner.

4.2.8. Mining, Drilling, or Excavation: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Subject Property. Activities of Declarant or the Homeowners Association 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 Paragraph 4.2.11 in compliance with applicable governmental requirements be deemed a Mining Activity.

4.2.9. Signs: No sign of any kind shall be displayed to the public view on any Lot, except that "For Sale" or "For Rent" signs may be displayed on said Lots, provided same shall not exceed four square feet in size, and provided further that this provision shall not be a restriction upon Declarant or builders erecting signs advertising Oak Knoll at Pine Island Ridge or portions thereof which are approved by the Committee.

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4.2.10. Docks, Dikes, Dams or Canal Walls: No docks, dikes, dams or canal walls shall be erected or constructed except pursuant to a plan approved by the Committee and appropriate governmental officials. The construction of individual docks upon Lots shall not be approved by the Committee.

4.2.11. Water Supply: No individual water supply system for drinking purposes or household use shall be permitted on any Lot. This provision, however, shall not preclude the installation of any water supply system for irrigation or sprinkler purposes; provided, however, that such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Committee and the applicable governmental authorities so as to prevent discoloration of the Dwelling Units and the Common Areas as a result of the high mineral content which may be present in such water supplies. Should the Declarant or the Homeowners Association install in Oak Knoll at Pine Island Ridge a water supply system ("System") designed to provide water for irrigation and/or sprinkler purposes to Oak Knoll at Pine Island Ridge, then no individual water supply system for irrigation or sprinkling shall be allowed and the Lots shall obtain water for landscape maintenance and sprinkling purposes from the System for the reason set forth hereinabove.

4.2.12. Sewage Disposal: No individual sewage disposal system shall be permitted on any Lot.

4.2.13. Nuisance: No Owner shall cause or permit any obnoxious, offensive, or illegal activity to be carried on upon any Lot or within any Dwelling Unit nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the residents of Oak Knoll at Pine Island Ridge.

4.2.14. Sidewalks: Each Owner of a Lot shall be responsible for keeping the sidewalk abutting his Lot, if any, free from any obstructions and clutter including, but not limited to, bicycles, grass clippings and garbage.

4.2.15. Lawns and Landscaping: Except as otherwise specifically approved by the Committee, all lawns on a Lot and in the front of any Dwelling Unit (and the side of any Dwelling Unit located on a corner lot) shall be fully sodded, with the exception of the installation of a straight or circular drive located in front of the Dwelling Unit. Such sodded areas, including the swales abutting the roadways, shall be irrigated and maintained by the Dwelling Unit Owner.

4.2.16. Vehicular Parking:

4.2.16.1. Except as provided in subparagraph 4.2.16.2 hereof, no person, firm or corporation shall park or cause to be parked on any portion of the Subject Property including, but not limited to, the Lots, or in the streets, alleys or parkways abutting a Lot, any recreational vehicle, house trailer, boat, boat trailer which exceeds twenty-one feet (21') in length and/or any truck (including either tractor or trailer or both) or commercial van which has a carrying capacity of over 3/4 ton for a period exceeding twenty-four (24) hours within any seven (7) day period.

4.2.16.2. Any recreational vehicle, boat, boat trailer, commercial van, pick-up truck or other truck which has a carrying capacity not over 3/4 ton and which does not exceed twenty-one (21) feet in length shall be permitted upon the exterior of the Single Family Lots.

4.2.16.3. Subparagraphs 4.2.16.1 and 4.2.16.2 above shall not:  
(1) apply to Owners of Lots who have construction under process on their

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particular Lot; (ii) prohibit routine deliveries by tradesmen, or the use of trucks or Commercial Vans in making service calls; (iii) apply to a situation where a truck or Commercial Van becomes disabled, and as a result of emergency, is required to be parked within Oak Knoll at Pine Island Ridge until it can be towed away; or (iv) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration.

4.2.16.4. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Subject Property except within a closed garage and totally isolated from public view; provided, however, Declarant or the Homeowners Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction at Oak Knoll at Pine Island Ridge or maintenance of Oak Knoll at Pine Island Ridge.

4.2.17. Radio Transmission Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Subject Property without the prior written consent of the Board. Approvals of the Board for the operation of such transmission equipment shall be reviewed annually.

4.2.18. Antennae, Aerials, Receiving Dishes, Solar Collector Panels: Except as may be permitted by the Committee or by Declarant, no antennae, aerials or receiving dishes shall be placed upon the Subject Property. No solar collector panels shall be installed on any Dwelling Unit unless the location, design and appearance thereof has been approved in writing by the Committee.

4.2.19. Casualty Destruction to Improvements: In the event a Dwelling Unit or other improvement upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Dwelling Unit or improvement upon obtaining Committee approval if required hereunder and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owner thereof that the improvements will not be repaired or replaced) promptly clear the damaged improvements and grass over and landscape the Lot in a sightly manner. In the event the Owner rebuilds or repairs his damaged Dwelling Unit or improvements without substantial alteration from what was existing prior to the damage or destruction, the Committee's approval shall not be required.

4.2.20. Owner's Liability: An Owner shall be liable to the Homeowners Association for the expense of any maintenance, repair or replacement of any real or personal property in Oak Knoll at Pine Island Ridge rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, invitees, licensees, agents or lessees, but only to the extent that such expense is not met by proceeds of insurance which may be carried by the Homeowners Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Dwelling Unit, Lot or the Common Areas. An Owner shall also be liable for any personal injury caused by his negligent acts or those of any members of his family, or his or their guests, employees, invitees, licensees, agents or lessees. Nothing herein contained shall, however, be construed so as to modify any waiver by insurance companies of rights of subrogation nor require the Homeowners Association to maintain any insurance coverage in addition to that elsewhere required.

4.2.21. Boats: No boats shall be used upon any lake or other portion of the Common Areas which is designed for water retention. Owners, their lessees, guests and family members ("Users") may use lakes and water retention areas within the Common Areas for recreational purposes to the extent so permitted by all governmental authorities having jurisdiction

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thereof and upon such terms and conditions as the Country Club and the Homeowners Association shall deem to be in the best interest of Oak Knoll at Pine Island Ridge and the health and safety of the users.

4.2.22. Window Treatments: No reflective window treatments or coverings of any type shall be installed, either temporarily or permanently on any window of a Dwelling Unit.

4.2.23. Rules and Regulations: The Association may promulgate such rules and regulations as it determines in its sole discretion to be in the best interest of Oak Knoll at Pine Island Ridge.

#### 4.3. Common Areas

All the Common Areas shall be owned and held by the Homeowners Association, its successors and assigns in accordance with and subject to the terms and provisions of the conveyance thereof and subject to the provisions of the Documents, including the covenants for the Common Areas now about to be set forth:

4.3.1. Private Use: For the term of this Declaration, the Common Areas is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Homeowners Association, the Owners and their lessees, and the family members, guests and invitees of Owners or their lessees in accordance with this Declaration.

4.3.2. Maintenance: The administration, management, operation and maintenance of the Common Areas shall be the responsibility of the Homeowners Association. The Homeowners Association shall not waive or amend the foregoing maintenance obligation without the prior written consent of all Institutional Mortgagees. The cost of administering, operating, maintaining, repairing, replacing and reconstructing the Common Areas, and improvements to be maintained thereon shall be an Operating Expense as more particularly set forth in Section 7 hereof.

4.3.3. No Abandonment, Partition, Subdivision, Etc.: The Homeowners Association shall not seek to abandon, partition, subdivide, alienate, release, transfer, hypothecate, mortgage or otherwise encumber the Common Areas. The preceding sentence shall not be applicable to, nor prohibit the Homeowners Association from granting, such easements as are reasonably necessary or appropriate for the development of Oak Knoll at Pine Island Ridge and the use thereof in a manner consistent with the provisions of this Declaration and governmental requirements.

4.3.4. Abandonment or Vacation of Public Rights-of-Way and Parks: Notwithstanding anything herein to the contrary the Declarant, (and subsequent to the Conveyance Date the Homeowners Association, with approval of a majority of the members thereof), may seek to have abandoned or vacated any dedications or conveyances to governmental entities of any roadways or recreational areas within Oak Knoll at Pine Island Ridge which are theretofore public rights-of-way or public parks maintained by such governmental entities.

4.3.4.1. Where any such roadways or parks are abandoned by the governmental agency previously responsible for their maintenance, the title to any and all such abandoned roadways or parks shall vest with the Homeowners Association and shall become Common Areas, the cost of maintenance and operation of which is an Operating Expense. At the discretion of the Homeowners Association, a security entrance to such previously public rights-of-way may be maintained, the cost of operation and maintenance of which shall be an Operating Expense. All Owners and the Association, by acceptance of the deed of conveyance to any portion of the Subject Property, whether expressly provided therein, and without the need for the execution of

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any additional instrument or document, covenant and agree that, upon the abandonment of any public roadway within Oak Knoll at Pine Island Ridge, any and all of the right, title, interest, claim and demand which any Owner may have in and to any portion of the abandoned roadway shall be remised, released and quit claimed unto the Homeowners Association forever, and that the Homeowners Association shall upon vacation or abandonment of the dedication by the governmental entity have and hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of such Owner or Association, either in law or equity shall vest in the Homeowners Association thereafter.

4.3.4.2 To the extent that the vesting of title to any roadway or park, the title or dedication of which has been vacated or abandoned by a governmental entity, requires the joinder of Owners by separate instruments, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners execute, acknowledge and deliver such instruments, including a quit claim to title to such property pursuant to Subparagraph 4.3.4.1 above, and the Owners, by the acceptance of deeds to their Dwelling Units and/or Lots, irrevocably nominate, constitute and appoint the Declarant 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 Subparagraph 4.3.4.2 shall recite that it is made pursuant to this Subparagraph 4.3.4.2.

4.3.5. Rules and Regulations: The Homeowners Association shall have the power and authority from time to time to adopt and enforce reasonable rules and regulations governing the use of the Common Areas.

4.3.6. Water Retention Areas: The portions of Oak Knoll at Pine Island Ridge which are part of the Surface Water Management System designed for water retention shall always be kept and maintained as an integral part of the Surface Water Management System and shall be available to the extent necessary for water retention, drainage, water management, and recreational purposes in compliance with all governmental and water management requirements. The Surface Water Management System shall be used to provide drainage to all of the Platted Property and shall be maintained and administered by the Country Club. Said maintenance responsibility may be either: (i) primary, in which case the Country Club shall itself provide such maintenance or shall directly contract for the provision thereof; or (ii) secondary, in which case the Country Club shall have an oversight responsibility as to the entity or person responsible for such portion of the Surface Water Management System, drainage areas, retention ponds, waterways and/or lakes within the Subject Property, and shall, if said entity or person fails to adequately maintain, monitor and/or test such system or portion thereof, the Country Club shall enter upon such property and provide such maintenance, monitoring and/or testing as it deems necessary. Notwithstanding that portions of the water management system may be dedicated for maintenance to the South Florida Water Management District, the maintenance thereof, as deemed necessary or appropriate by the Committee or the Board, shall be the responsibility of the Country Club and such maintenance shall be an Operating Expense. Notwithstanding the Country Club's maintenance obligation stated herein, the Homeowner's Association shall maintain and pay for the maintenance of those portions of the Surface Water Management located within Oak Knoll at Pine Island Ridge until such time as ninety percent (90%) of the Lots have been sold by Declarant. The owners of Lots adjacent to a lake shall be primarily responsible for the maintenance, landscaping and weed control of that portion of their Lot to the shoreline of the lake, as such shore line may exist from time to time and any portion of Oak Knoll at Pine Island Ridge which lies between the shoreline of the lake (as same may exist from time to time) and the rear lot line of such Lot if not submerged.

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4.3.7. Entrance Way: The entrance way to Oak Knoll at Pine Island Ridge shall be designed to provide an attractive entrance and shall be maintained by the Homeowners Association in the original condition established by the Declarant or in such condition as modified or remodeled with the approval of the Committee.

4.3.8. Lighting: Notwithstanding the fact that the roadways within Oak Knoll at Pine Island Ridge may be dedicated to the public, the maintenance and installation of lighting fixtures along the roadways as deemed appropriate by the Committee shall be the responsibility of the Homeowners Association and the maintenance and operation of such lighting shall be an Operating Expense.

4.3.9. Conveyance of Common Areas: Declarant agrees that it shall convey to the Homeowners Association fee simple title in and to the Common Areas together with any improvements located thereon, subject to the following:

- a. The terms and provisions of the Documents, including this Declaration;
- b. Real estate taxes for the year of such conveyance (notwithstanding that said taxes shall be an Operating Expense pursuant to Paragraph 1.27 hereof);
- c. Applicable zoning ordinances;
- d. Such facts as an accurate survey would show; and
- e. All easements, reservations and restrictions of record.

4.3.10. Turnover: The conveyance may be from time to time and in such parcels as Declarant, in its sole discretion, may determine, but shall be complete upon the "Turnover Date" which shall be sixty (60) days after the earlier of the following ("Turnover Event"):

- a. Four (4) months after the conveyance by Declarant of a total of seventy-five percent (75%) of the total of the Dwelling Units and Lots planned for development within Oak Knoll at Pine Island Ridge; or
- b. Five (5) years after conveyance of the first Lot; or
- c. When Declarant shall cause all Declarant-appointed members of the Board to resign, which Declarant may do at any time; or
- d. When Declarant shall determine that the development of Oak Knoll at Pine Island Ridge has been completed; or
- e. At such earlier time as Declarant, in its sole discretion, may elect.

#### 4.4. Declarant's Right of Use

Notwithstanding anything to the contrary contained in this Declaration and in recognition of the fact that Declarant will have a continuing and substantial interest in the development and administration of Oak Knoll at Pine Island Ridge, the Declarant hereby reserves for itself and its successors and assigns, and the Homeowners Association recognizes, agrees to and acknowledges that the Declarant and its successors and assigns shall have, the right to the use in conjunction with and as part of its program of sale, leasing, constructing and developing of and within Oak Knoll at Pine Island Ridge without any cost to Declarant for such rights and privileges of

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all of: (i) the Common Areas; and (ii) all other portions of the Subject Property, the title to which has not been conveyed by Declarant. This right of use shall include, but is not limited to, the right to establish and maintain within any improvements erected upon the Subject Property, signage, sales office for the Declarants' use in connection with the offering of Lots and/or Dwelling Units for sale or rent to the public as well as the holding of sales and marketing meetings, sales promotions and related activities. For purposes of this Paragraph 4.4 the term "Declarant" shall include any lender if such lender or its successors or assigns acquires title to any portion of the Subject Property as the result of the foreclosure of any mortgage encumbering the Subject Property securing a loan to Declarant or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as herein set forth in this Paragraph 4.4, which are in addition to and in no way limit any other rights or privileges of Declarant under this Declaration or any of the other Documents, shall terminate when Declarant neither owns any portion of the Subject Property or upon such earlier date as Declarant shall notify the Homeowners Association in writing of Declarant's voluntary written election to relinquish the aforesaid rights and privileges of use.

#### 4.5. Disputes as to Use

In the event there is any dispute as to whether the use of the Subject Property or any portion thereof complies with the covenants and restrictions contained in this Declaration or any applicable Supplement, 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, provided, however, any use by Declarant of the Subject Property or any parts thereof in accordance with Paragraph 4.4 shall be deemed a use which complies with this Declaration and all applicable Supplemental Declarations and shall not be subject to a determination to the contrary by the Board.

#### 5. GRANTS AND RESERVATIONS OF EASEMENTS AND OTHER RESTRICTIONS

Declarant hereby grants and reserves the following easements:

##### 5.1. Easements for Utilities and Services

5.1.1. Declarant hereby reserves unto itself, and hereby grants to, the Homeowners Association and such appropriate utility and other service companies or providers of the services hereinafter set forth as are from time to time designated by Declarant or the Homeowners Association, such easements over, under, in and upon the Subject Property as may be necessary to provide utility services and for ingress and egress for persons and vehicles to provide and maintain such utility services, including, but not limited to, power, electric, sewer, water, drainage, telephone, gas, lighting facilities, irrigation, security service and facilities in connection therewith for Oak Knoll at Pine Island Ridge or portions thereof; provided that all facilities for any of the foregoing shall be installed underground except those aboveground facilities as shall be permitted in writing by the Committee. Notwithstanding the foregoing, no such easements shall be permitted or deemed to exist which cause any building, permanent structure or other permanent facilities within Oak Knoll at Pine Island Ridge which have been constructed: (i) in accordance with this Declaration; and (ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easement be granted or deemed to exist under any such structure or building so built in accordance with this Declaration prior to the actual use of such easement. The foregoing shall not preclude such easement under then-existing improvements other than building or structure (such as, but not limited to, a fence, drive or parking area) provided that the use and enjoyment of the easement and installation of the facilities in connection

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therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alteration or removal of a fence or temporary excavation within a drive or parking area) and provided further that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter; provided, however, that any wall, fence, paving, planting or other improvements on a Lot placed within the easements shown on the Plat shall be removed, if required by the Homeowners Association or the Committee, at the expense of the Owner thereof and replacement, if permitted by the Committee, shall be at the expense of the Owner of such Lot. Notwithstanding anything herein to the contrary, the term "utility services" as used herein shall not include a central, master or cable telecommunications receiving and/or distribution system.

5.1.2. Declarant hereby grants a nonexclusive, perpetual right of ingress and egress over and across the Common Areas to: (i) delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical and telephone companies; (ii) other utilities as shall be authorized by the Declarant, its successors or assigns to service the Subject Property; and (iii) to such other persons as the Declarant from time to time may designate.

#### 5.2. Easement Across Submerged Portions of Single Family Lots

Declarant hereby reserves unto itself and grants unto the Homeowner's Association, Country Club and their successors, and assigns, an easement over, under, in and upon any submerged portion of any Lot for the maintenance of the lake(s) within Oak Knoll at Pine Island Ridge and over any other portion of the Subject Property which is submerged and which is adjacent to a lake or other area designated for water retention for the purpose of maintenance of such lake or water retention area. Owners with Maintenance responsibilities for portions of land adjacent to the lake(s) within Oak Knoll at Pine Island Ridge are hereby granted for maintenance purposes an easement for maintenance over any portion of any lakes as indicated on the Plat to the extent and for such periods as such property is not submerged.

#### 5.3. Cross Easements for Drainage

Nonexclusive cross easements for drainage pursuant to the water management system created by Declarant as maintained, improved, repaired and/or replaced by the South Florida Water Management District and/or the Homeowners Association in compliance with the applicable governmental regulations is hereby granted to each owner of any portion of the Platted Property.

#### 5.4. Easement for Master Telecommunications System

The Declarant hereby reserves unto itself and its designees, assignees and licensees the right (though no obligation is hereby assumed) to construct and/or install over, across and upon any portion of the Subject Property for the use of the Owners and their permitted or authorized guests, invitees, licensees, tenants and family members a central or master telecommunications receiving and distribution system ("System") the exact description, location and nature of which have not yet been fixed nor determined. For the purpose of authorizing, permitting and allowing the Declarant to cause the System to be constructed and installed and thereafter inspected, repaired, maintained, operated, altered, improved and replaced, the Declarant shall have and hereby reserves to itself and its successors and assigns a perpetual and nonexclusive right, privilege, easement and right-of-way for the installation, construction, operation and maintenance of the System (the scope, extent, size and the location of which over, across,

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upon and through the Subject Property shall be determined solely by the Declarant, its successors and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, operating, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and (ii) transmitting within Oak Knoll at Pine Island Ridge telecommunications via the System (the facilities and equipment of which shall be owned and exclusively controlled by the Declarant, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by the Declarant, its successors or assigns, provided that same shall be uniformly applicable to the similarly situated Owners and occupants of Oak Knoll at Pine Island Ridge; and (iii) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of the Declarant's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing, operating and maintaining the System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals transmitted or received by or through such System.

#### 5.5. Perpetual Nonexclusive Easement to Public Ways

The walks, streets and other rights-of-way located upon the Common Areas as shown on the Plat or hereinafter located within Oak Knoll at Pine Island Ridge 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 Owners in Oak Knoll at Pine Island Ridge now or hereafter existing, for the use of Owners and their lessees and for the use of the family members, guests, invitees or licensees of the Owners or their lessees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Homeowners Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Areas and all easements over and upon same.

#### 5.6. Easements for Encroachments

All of the Subject Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Common Areas and improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

#### 5.7. Reservation of Rights of Declarant

Each Owner of any property within Oak Knoll at Pine Island Ridge (by acceptance of a deed therefor, 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, its successors and assigns pursuant to the provisions of this Declaration 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 Subject Property unless such conveyance specifically indicates therein that the grantee is such a successor or assign of Declarant.

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## 6. MAINTENANCE

In order to further establish and preserve Oak Knoll at Pine Island Ridge:

### 6.1. Maintenance

6.1.1. The Owners hereby covenant and agree that they shall at all times maintain or cause to be maintained in good condition and at their own expense the exterior portions of their respective Lots and Dwelling Units. Nothing herein shall, however, be construed to grant an Owner the right to maintain any landscaping or the exterior of any building where, pursuant to this Declaration, such maintenance obligation is restricted to an Association. Rather, the Homeowners Association shall be deemed to be fulfilling the obligations of an Owner pursuant to this covenant in conducting such maintenance.

6.1.2. The Homeowners Association covenants and agrees that it shall maintain in good condition and, at its expense, the property required to be administered by it.

6.1.3. The maintenance responsibilities of Owners and the Homeowners Association shall be conducted pursuant to and in compliance with: (i) the standards for maintenance as may be promulgated, from time to time, by the Committee; and (ii) the rules and regulations as may be promulgated by the Homeowners Association from time to time. Maintenance of Lots shall include, but not be limited to, the maintenance, in a neat, aesthetically pleasing and proper condition, of improvements, lawns, shrubbery and landscaping located upon such Lot.

### 6.2. Rights of Declarant and Homeowners Association

6.2.1. In the event any Owner fails to properly maintain his Lot and/or Dwelling Unit pursuant to this Declaration ("Defaulting Owner"), the Homeowners Association and the Committee shall have the right but not the obligation, upon fifteen (15) days' written notice, to enter the property of the Defaulting Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain property for which they have maintenance responsibility shall be determined in the sole discretion of the Homeowners Association, the Committee or Declarant. The cost of performing such maintenance and the expenses of collection (if any), together referred to herein as the "Remedial Maintenance Fee", including court costs and Attorneys' Fees, shall be assessed against the Defaulting Owner.

6.2.2. Any Remedial Maintenance Fee, including Interest thereon, and Attorney Fees as herein provided, are hereby declared to be a charge on each Lot and shall be a continuing lien upon the Lot or Dwelling Unit against which the Remedial Maintenance Fee is assessed. A Defaulting Owner shall also be personally liable to the Homeowners Association or Declarant, as the case may be, for the payment of the Remedial Maintenance Fee assessed against him or her and for all costs of collecting the same plus Interest and Attorneys' Fees. In the event the amounts assessed against a Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Homeowners Association or Declarant, as the case may be, may proceed to enforce and collect said assessments against such Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of a Defaulting Owner's Lot and improvements thereon, if any, or Dwelling Unit. The lien created hereby shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement signed by an authorized agent of the Homeowners Association or Declarant setting forth the amount due. All sums expended shall earn Interest. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

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6.2.3. Notwithstanding the aforesaid, the provisions of this Section may also be enforced in accordance with the provisions of Section 8 hereof.

6.2.4. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee obtains title as a result of foreclosure of its mortgage or deed given in lieu of foreclosure to a Lot or Dwelling Unit which was subject to an assessment for a Remedial Maintenance Fee such acquirer of title, its successors or assigns, shall not be liable for the Remedial Maintenance Fee pertaining to such Lot or Dwelling Unit which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such Remedial Maintenance Fee is secured by a claim of lien that is recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. Such unpaid Remedial Maintenance Fee for which a claim of lien has not been recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given shall be an Operating Expense collectible from all other Lots and Dwelling Units.

#### 7. OPERATING EXPENSES PAID BY OWNERS

The following costs and expenses incurred by the Homeowners Association with regard to the ownership, operation, maintenance and/or repair of the Common Areas, the Homeowners Association and any other expenses declared as such pursuant to this Declaration shall be "Operating Expenses," which the Homeowners Association is obligated to collect and pay and the Owners are obligated to pay as set forth in Sections 8 and 9 hereof.

##### 7.1. Taxes

Any and all taxes levied or assessed at any and all times upon the Common Areas or the Homeowners Association by any and all taxing authorities, including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and, in general, all taxes and tax liens which may be assessed against such areas 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 on such taxes.

##### 7.2. Utility Charges

All charges levied for utilities providing services for the Common Areas or the Homeowners Association whether supplied by a private or public firm, including, without limitation, 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 the policy or policies of insurance which the Homeowners Association in its sole discretion determines to obtain; provided, however, that the Homeowners Association shall obtain and maintain the following insurance coverage:

7.3.1. Property insurance in an amount equal to the full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Common Areas, such insurance to afford protection against at least the following:

7.3.1.1. Loss or damage by (i) fire and other hazards covered by the standard extended coverage endorsement, and (ii) by sprinkler leakage,

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debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

7.3.1.2. Such other risks as shall customarily be covered with respect to the Common Areas in developments similar to Oak Knoll at Pine Island Ridge in construction, operation, location, and use.

7.3.2. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Homeowners Association and, until the Conveyance Date, Declarant as named insureds thereof insuring against 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 Areas and any improvements and buildings located thereon, and for any other risk insured against by such policy with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and damage incurred or claimed by any one person or for any one occurrence. Such coverage shall include as appropriate, without limitation, protection against water damage, liability, liability for unowned and hired automobiles, liability for the property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Common Areas in developments similar to Oak Knoll at Pine Island Ridge in construction, location and use.

7.3.3. Adequate fidelity coverage to protect against dishonest acts on the part of officers, governors, employees of the Homeowners Association, and all others who handle or are responsible for handling funds of the Homeowners Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

7.3.3.1. Such bonds shall name the Homeowners Association as an obligee.

7.3.3.2. Such bonds will be written in an amount at least equal to the sum of "Assessments" (as hereinafter defined) for all Contributing Unit Owners;

7.3.3.3. 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.

7.3.4. Such other forms of insurance and in such coverage as the Homeowners Association shall determine to be required or beneficial for the protection or preservation of the Common Areas and any buildings and improvements now or hereafter located thereon or in the best interest of Oak Knoll at Pine Island Ridge or the Homeowners Association.

#### 7.4. Maintenance, Repair and Replacement

Any and all expenses necessary to maintain, repair, replace, operate and preserve the Common Areas and any improvements located thereon including such expenses as grass cutting and water management expenses such as the expense of chemically treating the water within the water retention areas, if required, in a manner consistent with the covenants and restrictions contained herein and 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.

#### 7.5. Operational Expenses

The costs of administration for the Homeowners Association, including any secretaries, bookkeepers and other costs necessary to carry out the obligations and covenants of the Homeowners Association under this

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Declaration, notwithstanding the fact that some of these services may be expended in providing services to or collecting sums owed by Owners of particular Lots or Dwelling Units shall be Operating Expenses. In addition, the Homeowners Association may retain a managing company or contractors to assist in the maintenance of the Common Areas and to perform or assist in the performance of certain obligations of the Homeowners Association hereunder. The fees or costs of any management company or contractor so retained shall be deemed to be an Operating Expense.

#### 7.6. Indemnification

The Homeowners Association covenants and agrees that it will indemnify and hold harmless Declarant from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Common Areas or easements or other property owned, or to be owned pursuant to the provisions of this Declaration, by the Homeowners Association and improvements thereof and thereon, and from and against all costs, expenses, Attorneys' Fees, expenses and liabilities incurred by Declarant arising from any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Homeowners Association shall also indemnify Declarant for any expense Declarant may incur in bringing any suit or action for the purpose of enforcing the rights of Declarant under any of the Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Homeowners Association or the Owners. The costs and expense of fulfilling this covenant of indemnification as set forth in this Paragraph shall be an Operating Expense. Further, the costs to the Homeowners Association of indemnifying its officers and members of the Board as set forth in Article XI of the Articles of Incorporation of the Homeowners Association shall be an Operating Expense.

#### 7.7. Failure or Refusal of Owners to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Owners or Defaulting Owners to pay "Assessments" levied shall, themselves, be deemed to be Operating Expenses and properly the subject of an Assessment.

#### 7.8. Matters of Special Assessments Generally

Extraordinary items of expense under the Documents, such as expenses due to casualty losses and other extraordinary circumstances and amounts needed for capital improvements or for other purposes or reasons as determined by the Board to be the subject of a special assessment ("Special Assessment") which are not inconsistent with the terms of any of the Documents and are approved by the affirmative vote of a majority of the members of the Homeowners Association present at a meeting having a quorum. Notwithstanding anything herein to the contrary, however, approval need not be obtained for: (i) a Special Assessment for the replacement or repair of a previously existing improvement on the Common Areas; or (ii) repair of the Common Areas, if destroyed or damaged.

#### 7.9. Maintenance of Rights-of-Way

In addition to the above-mentioned responsibilities, the Homeowners Association shall also have the right, but not the obligation, to install, maintain and replace landscaping and street lighting along the swale and median areas of rights-of-way (including, but not limited to dedication rights-of-way, if any) within Oak Knoll at Pine Island Ridge and to erect and maintain thereon a guardhouse or guardhouses and to hire security personnel in connection therewith, if determined to be in the best interest of Oak Knoll at

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Pine Island Ridge. The cost of any personnel, maintenance, repair or operation conducted by the Homeowners Association pursuant to this Paragraph 7.9 shall be an Operating Expense.

7.10. Miscellaneous Expenses

The costs of all items of expense pertaining to or for the benefit of the Common Areas or the Homeowners Association, if any, or any part thereof not herein specifically enumerated and which are determined to be an Operating Expense by the Board.

8. COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

8.1. Owner's Affirmative Covenant to Pay Assessments

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in this Declaration; and (ii) maintain, operate and preserve the Common Areas for the use, safety, welfare and benefit of the Owners and their guests, invitees, lessees and family members in accordance with this Declaration, there is hereby imposed upon each Lot and Dwelling Unit and upon each Owner, the affirmative covenant and obligation to pay to the Homeowners Association (in the manner herein set forth) all "Assessments" which shall include the Annual Assessments, Special Assessments, Remedial Maintenance Fees, and all installments thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot or Dwelling Unit, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Homeowners Association all Assessments in accordance with the provisions of the Documents. No Owner may waive or otherwise escape liability for such Assessments by non-use of the Common Areas or abandonment of his or her right to use the Common Areas.

8.2. Establishment of Continuing Liens on Lots and Dwelling Units

8.2.1. Any and all Assessments with Interest thereon and costs of collection thereof, including Attorneys' Fees, are hereby declared to be a charge and continuing lien upon the Lot or Dwelling Unit against which each such Assessment is made.

8.2.2. Each Assessment against a Lot or Dwelling Unit, together with Interest thereon and costs of collection thereof, including Attorneys' Fees, shall be the personal obligation of the person, persons or entity owning the Lot or Dwelling Unit assessed.

8.2.3. Said lien shall be effective only from and after the time of recordation amongst the Public Records of the County, of a written, acknowledged statement signed by the President or a Vice-President of the Homeowners Association or the managing agent as their designated representative setting forth the amount due to the Homeowners 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 recordable satisfaction of the statement of lien.

8.2.4. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee obtains title to a Lot or Dwelling Unit as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or Dwelling Unit which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such Assessment is secured by a claim of lien that is recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. Such unpaid share

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of Assessments for which a claim of lien has not been recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given shall be Operating Expenses collectible from all other Contributing Unit Owners.

### 8.3. Enforcement of Payment of Assessments by the Homeowners Association

In the event any Owner shall fail to pay Assessments or any installment thereof charged to his Lot or Dwelling Unit within fifteen (15) days after the same becomes due ("Delinquent Owner"), then the Homeowners Association, through its Board, shall have any 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 Homeowners Association:

8.3.1. To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments;

8.3.2. To advance on behalf of the Delinquent Owner funds to accomplish the needs of the Homeowners Association and the amount or amounts of monies so advanced, including Attorneys' Fees and expenses at all trial and appellate levels which may have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Homeowners Association if it must borrow to pay expenses because of the Delinquent Owner, together with interest thereupon may be collected by the Homeowners Association and such advance or loan by the Homeowners Association shall not waive the default;

8.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof, which lien may be foreclosed by an action in the name of the Homeowners Association in like manner as a foreclosure of a mortgage on real property;

8.3.4. To file an action at law to collect said Assessment, plus interest, plus court costs and Attorneys' Fees, without waiving any lien rights and/or rights of foreclosure in the Homeowners Association.

### 8.4. Collection of Assessments Against Lots or Dwelling Units by Declarant or Any Institutional Mortgagees

In the event, for any reason, the Homeowners Association shall fail to collect the Assessments, then in that event Declarant or any Institutional Mortgagees shall at all times have the right (but not the obligation): (i) to advance such sums as the Homeowners Association could have advanced as set forth above; and/or (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant or such Institutional Mortgagee, as the case may be, using the remedies available to the Homeowners Association as set forth above, which remedies (including, but not limited to, recovery of Attorneys' Fees) are hereby declared to be available to Declarant or such Institutional Mortgagees, as the case may be.

## 9. METHOD OF DETERMINING ASSESSMENTS

### 9.1. Determining Amount of Annual Assessment

9.1.1. The total anticipated Operating Expenses for each calendar year shall be set forth in a budget ("Oak Knoll Budget") prepared by the Board as required under the Documents. The total anticipated Operating Expenses shall be apportioned among the Lots as follows:

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9.1.2. The total anticipated Operating Expenses as reflected by the Oak Knoll Budget shall be divided equally among the "Contributing Units" (as the term is hereinafter defined) and the quotient thus arrived at (adjusted quarterly as hereinafter set forth) shall constitute and be called the Annual Assessment. The Board may adjust the Annual Assessment on a quarterly basis by dividing the total anticipated Operating Expenses for the remaining quarters of the calendar year (as determined by the budget for such expenses) by the number of Contributing Units as of thirty (30) days prior to the end of such calendar quarter, the quotient being the installment of the Annual Assessment for the next quarter.

9.1.3. A Dwelling Unit for which a certificate of occupancy is issued during a quarter for which the Annual Assessment has already been assessed shall be deemed assessed the amount of such Annual Assessment pro rated from the date the certificate of occupancy for such Dwelling Unit is issued. The Annual Assessment may also be adjusted quarterly in the instances where the Board determines that the estimated Operating Expenses are insufficient to meet the actual Operating Expenses being incurred, in which event the anticipated Operating Expenses for the remaining quarters may be increased accordingly in calculating the Annual Assessment.

9.1.4. The phrase "Contributing Unit" shall mean Dwelling Units within the Subject Property other than those Dwelling Units which are owned by Developer; and

9.1.5. The Annual Assessment which is levied against a Lot or Dwelling Unit shall be in addition to any Remedial Maintenance Fees levied by Declarant or the Homeowners Association pursuant to Section 6 of this Declaration.

9.1.6. In the event a certain number of Lots are resubdivided into a lesser number of Lots, the Owners of the Lots so created shall collectively pay an amount equal to the total Annual Assessments which are levied against the original Lots comprising the Lots so created and said Annual Assessments shall be allocated to each Lot so based upon relative square footage.

## 9.2. Assessment Payments

The Annual Assessments shall be payable by Owners no less frequently than quarterly, in advance, on the first days of January, April, July, and October or otherwise, as the Board may determine.

## 9.3. Declarant's Right to Subsidize Operating Expenses from Time to Time

9.3.1. Owners shall be assessed the Annual Assessment for Operating Expenses as provided hereunder; provided, however, Declarant shall have the right, from time to time and for such periods as it may so determine ("Subsidy Periods"), to subsidize Operating Expenses of the Homeowners Association for a specified period of time, to the extent that such Operating Expenses, other than those Operating Expenses that are properly the subject of a Special Assessment, exceed the amounts levied as Annual Assessments against Owners other than Declarant. Declarant shall provide notice to the Homeowners Association of its determination to exercise its right to subsidize Operating Expenses. Such notice shall indicate the specific amount of the Annual Assessments for the Subsidy Period which amount shall not exceed the amount otherwise determined hereunder. Notwithstanding notice of subsidy to the Homeowners Association, Declarant shall not be obligated to the Homeowners Association or its members for: (i) payment of any Operating Expenses in the event that Annual Assessments at or below the specified level are sufficient to pay the Operating Expenses incurred by the Homeowners Association during

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the period specified; (ii) Operating Expenses that are properly the subject of a Special Assessment; and (iii) subsidies subsequent to the date of the "Majority Election Meeting" (as defined in the Articles) during any Subsidy Period.

9.3.2. It is specifically acknowledged that the Declarant will bear all costs exceeding Fifteen Dollars (\$15) a month per Contributing Unit incurred as Operating Expenses (other than Country Club Operating Expenses and those expenses which are properly the subject of a Special Assessment) for the period ("Initial Subsidy Period") commencing with the date of recordation of this Declaration amongst the Public Records of the County and ending twelve (12) months thereafter, or the Turnover Date, whichever is first to occur, notwithstanding any increase in the items of expense which comprise the Operating Expenses during the Initial Subsidy Period.

9.3.3. During any Subsidy Period, the Declarant will not be required to pay any Annual Assessment for any Lot or Dwelling Unit it owns. Upon the expiration of the Subsidy Period, Lots and Dwelling Units including those owned by Declarant, if any, will be assessed for Operating Expenses as provided in this Declaration.

#### 9.4. Special Assessments on Lots and Dwelling Units

Special Assessments shall, unless otherwise provided herein, be assessed in the same manner as the Annual Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

### 10. ENFORCEMENT OF DECLARATION

The enforcement of this Declaration may be by a proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be by Declarant (or so long as Declarant owns any portion of the Subject Property), the Committee, the Homeowners Association (if the Homeowners Association is enforcing the Declaration against an Owner or his guests, invitees, licensees, lessees or family members) or any three (3) Owners. Should the party seeking enforcement be the prevailing party in such action, then the person against whom enforcement has been sought shall pay Attorneys' Fees to the prevailing party.

### 11. AMENDMENTS

#### 11.1. Amendment Process

The process of amending this Declaration shall be as follows:

11.1.1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant, which amendment shall be signed by Declarant and need not be joined by any other party; provided, however, that the Homeowners Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

11.1.2. After the Turnover Date, amendments may be made to this Declaration only by the consent of the majority of the of the Members and by a majority of the Board. Where an amendment materially and adversely affects the rights of any Institutional Mortgagee, the consent of said Institutional Mortgagee shall also be required. Where the rights of two (2) or more Institutional Mortgagees are affected, then the consent of a majority of the Institutional Mortgagees shall be required. Consents required pursuant to this Paragraph 11.1.2 shall be in writing and attached to the amendment.

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11.1.3. Notwithstanding the foregoing, the Homeowners Association may make amendments to this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners and Institutional Mortgagees; provided that such amendment does not materially and adversely affect an Owner's property rights and does not, in a material fashion impair the rights or priorities of any Institutional Mortgagee, Owner or Declarant. An amendment effected pursuant to the terms of this Paragraph 11.1.3 need be signed only by the Homeowners Association and, for so long as Declarant owns any portion of Oak Knoll at Pine Island Ridge, Declarant.

11.1.4. Notwithstanding the foregoing, no amendment shall be effective which shall in a material fashion impair the rights or priorities of Declarant or of any Institutional Mortgagee under this Declaration without the specific written approval of Declarant and/or the Institutional Mortgagee(s) affected thereby.

#### 11.2. Effective Date of Amendment

An amendment to this Declaration made in accordance with Paragraph 11.1 shall become effective upon its recordation amongst the Public Records of the County, and shall be mailed to each Owner and Institutional Mortgagee as soon after the recording thereof as is practicable.

#### 11.3. Amendment Regarding Surface Water Management System

Notwithstanding the foregoing, no amendment to this Declaration effecting the surface water management system shall be effective without the specific written approval of the South Florida Water Management District.

#### 11.4. Articles and Bylaws

The Articles and Bylaws shall be amended as provided therein.

### 12. MISCELLANEOUS

#### 12.1. No Implied Waiver

The failure of Declarant, any Owner or the Homeowners Association to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

#### 12.2. Captions

Section, paragraph and subparagraph captions which may be inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms and provisions of this Declaration.

#### 12.3. Context

Whenever the context so requires, 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.

#### 12.4. Severability

In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

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#### 12.5. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property, and inure to the benefit of Declarant, the Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of the recording of this Declaration amongst the Public Records of the County, after which time this Community Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such fifty (50) year term or any such ten (10) year extension thereof there is recorded amongst the Public Records of the County, an Instrument ("Termination Instrument") signed by the Owners of at least two-thirds (2/3) of all the Lots and Dwelling Units and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering Lots and Dwelling Units agreeing to terminate this Declaration, upon which event, this Declaration shall be terminated upon the expiration of the fifty (50) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

#### 12.6. Conflict

In the event of a conflict between the provisions of this Declaration and the provisions of the Articles of Incorporation and/or Bylaws of the Homeowners Association, the provisions of this Declaration shall control.

#### 12.7. Rule Against Perpetuities

In the event any court should hereafter determine any provisions as originally drafted herein are 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 this Declaration 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 those of the incorporators of the Homeowners Association.

#### 12.8. Rights of Listed Mortgagees

12.8.1. The Homeowners Association shall be required to make available for inspection upon request, during normal business hours or under reasonable circumstances the Documents and the books, records and financial statements of the Homeowners Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering Dwelling Units. In addition, upon written request to the Homeowners Association, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Dwelling Unit or Lot.

12.8.2. Upon written request to the Homeowners Association, any holder of a first mortgage encumbering a Dwelling Unit or Lot shall be entitled to financial statements for the immediately preceding fiscal year which shall be given within a reasonable time period.

12.8.3. Upon written request to the Homeowners 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 Dwelling Unit or Lot and the legal description of such Dwelling Unit, the Homeowners Association shall provide such Listed Mortgagee with timely written notice of the following:

12.8.3.1. Any condemnation, loss or casualty loss which affects any material portion of Oak Knoll at Pine Island Ridge or any Lot or Dwelling

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Unit encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

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

12.8.3.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot or Dwelling Unit; and

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

12.8.4 The failure of the Homeowners Association to send any notice required pursuant to Subparagraph 12.8.3 shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

12.8.5. The Declarant (until the Turnover Date) and any Listed Mortgagee shall have the right, but not the obligation, jointly or singularly, 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 Dwelling Unit or Lot. Further, the Declarant (until the Turnover Date) and any Listed Mortgagees shall have jointly or singularly, and at their sole option, the right, but not the obligation, to pay insurance premiums or fidelity bond premiums on behalf of the Homeowners Association where the premiums are overdue and where lapses in policies may or have occurred. The Declarant and any Listed Mortgagees paying insurance premiums on behalf of the Homeowners Association as set forth above shall be entitled to immediate reimbursement from the Homeowners Association plus any costs of collection, including, but not limited to, Attorneys' Fees.

IN WITNESS WHEREOF, this Declaration has been signed by Declarant and the Homeowners Association on the day and year first above set forth.

WITNESSES:

OAK KNOLL AT PINE ISLAND RIDGE, LTD.,  
a Florida limited partnership

By: SEA RANCH COMMUNITY DEVELOPMENT,  
INC., a Florida corporation, as  
general partner

*By: Susan Menden  
Elizabeth J. Schuch*

By: *Walter C. Collins*  
Walter C. Collins, President

(CORPORATE SEAL)

OAK KNOLL AT PINE ISLAND RIDGE  
HOMEOWNERS ASSOCIATION, INC.,  
a Florida not-for-profit corporation

By: *Walter C. Collins*  
Walter C. Collins, President

*By: Susan Menden  
Elizabeth J. Schuch*

(CORPORATE SEAL)

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

I HEREBY CERTIFY that on this day personally appeared before me, Walter C Collins, an officer duly authorized and acting, the President of SEA RANCH COMMUNITY DEVELOPMENT, INC., to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 22<sup>nd</sup> day of July, 1986.

Richard E. Hays  
Notary Public  
State of Florida at Large  
My Commission Expires:



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

I HEREBY CERTIFY that on this day personally appeared before me, Walter C Collins, an officer duly authorized and acting, the President of OAK KNOLL AT PINE ISLAND RIDGE HOMEOWNERS ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such person, and acknowledged the execution thereof to be his free act and deed as such person for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 22<sup>nd</sup> day of July, 1986.

Richard E. Hays  
Notary Public  
State of Florida at Large  
My Commission Expires:



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EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PINE LAKE RIDGE REPLAT, according to the Plat thereof, as recorded in Plat Book 127, Page 45 of the Public Records of Broward County, Florida.

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