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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CANTERBURY**

**This Instrument Was Prepared By
And Upon Recording Return To:**

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WESTBROOKE
H O M E S
A STANDARD PACIFIC COMPANY

CANTERBURY

**COMMUNITY ASSOCIATION
DOCUMENTS**

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
CANTERBURY**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CANTERBURY (this "Declaration") is made as of the 30th day of March, 2005, by WESTBROOKE HOMES, a Florida general partnership, which declares hereby that the Property (as hereinafter defined) is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 1.

DEFINITIONS AND INTERPRETATION

1.1 Definitions The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association, as amended, modified and/or supplemented from time to time.

(c) "Assessments" means all or any of the General Assessments, Special Assessments, Capital Improvement Assessments and other assessments or charges provided for herein.

(d) "Association" means CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS ASSOCIATION OF PALM BEACH, INC., a Florida corporation not for profit.

(e) "Association Documents" means this Declaration, the Articles, the Bylaws, the Rules and Regulations and any other documents or instruments administered by the Association.

(f) "Board of Directors" means the Board of Directors of the Association.

(g) "Buffer Area" shall mean and refer to the tracts of land identified as Tracts "B-1" through "B-3" on the Plat. The Buffer Area is reserved for buffer purposes. The fact that the Buffer Area is not legally described shall not affect its character as provided herein.

(h) "Bylaws" means the Bylaws of the Association, as amended, modified and/or supplemented from time to time.

(i) "Capital Improvement Assessment(s)" is described in Section 7.5.

(j) "City" means the City of Boynton Beach, Florida.

(k) "Common Areas" means the portions of the Property, whether improved or unimproved, which are (i) owned by the Association, (ii) dedicated to the Association on the Plat or any other recorded document, (iii) required by the Plat or any other recorded document to be maintained by the Association, (iv) not subject to the exclusive ownership of the Owners and/or (v) designated as Common Areas in this Declaration or any future recorded amendment, modification or supplement thereof, including, without limitation, the Recreational Facilities, the Buffer Areas, the Water Management Areas, the Roadway Areas, the Landscape and Utilities Areas and any other parks, private roadways, pedestrian walkways, lakes, recreational facilities and street lights, if any, located on the Property, but excluding any public utility installations and any other property of Developer not intended to be made Common Areas.

(l) "Community" means Quantum Park at Boynton Beach.

(m) "Community Association" means Quantum Park Property Owners' Association, Inc., a Florida corporation not for profit, the entity responsible for the operation and administration of the Community Association.

(n) "Community Declaration" means the Declaration of Protective Covenants of Quantum Park at Boynton Beach recorded in Official Records Book 5450, page 1105 of the Public Records of the County, as amended, modified and/or supplemented from time to time

(o) "Community Development District" means any Community Development District established for the Property pursuant to Chapter 190, Florida Statutes

(p) "County" means Palm Beach County, Florida

(q) "Developer" means Westbrooke Homes, a Florida general partnership, and its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis

(r) "Drainage Area" means the tracts of land identified as "Drainage Easements" on the Plat. The Drainage Area is reserved for drainage purposes. The fact that the Drainage Area is not legally described shall not affect its character as provided herein.

(s) "General Assessment(s)" is described in Section 7.3.

(t) "Herein" and "hereof" mean the whole of this Declaration, rather than just the sentence, paragraph or section in which used.

(u) "Include," "includes," and "including" mean including as an example, without limiting the generality of the matter(s) to be included.

(v) "Institutional First Mortgagee" means any Person owning a mortgage encumbering a Townhome Unit, which, in the ordinary course of business, makes, purchases, guarantees or insures mortgage loans. An Institutional First Mortgagee may include, but is not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money by the State of Florida, an agency of the United States or any other governmental authority, a mortgage investment trust or a real estate investment trust. In addition, in the event that the Developer is the mortgagee under a purchase money mortgage arising upon the sale of a Townhome Unit, the Developer shall be deemed to be an Institutional First Mortgagee hereunder.

(w) "Landscape Area" means the tracts of land identified as Tracts 1 - 18, 20 - 26 and 28-35 on the Plat. The Landscape Area is reserved for landscape purposes. The fact that the Landscape Area is not legally described shall not affect its character as provided herein.

(x) "Member" means all those Owners who are Members of the Association as provided in Article 3 hereof.

(y) "Member's Permittee" means any individual Owner and his or her family or, as applicable, the following person(s) and such person's family (to the extent that such person and such person's family reside together in the Townhome Unit): (i) an officer, director, stockholder or employee of a corporate Owner, (ii) a partner of a partnership Owner, (iii) a beneficiary of an ownership in trust, or (iv) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration.

(z) "Owner" means the record owner, whether one or more Persons, of the fee simple title to any Townhome Unit situated upon the Property, including the Developer.

(aa) "Person" means individual, corporation, governmental agency, business trust, estate, trust, partnership, association or any other entity.

(bb) "Plat" means the Plat for the Property recorded in the Public Records of Palm Beach County, Florida

(cc) "Property" means the property described on Exhibit A hereto, and any additions thereto, as are now or hereafter made subject to this Declaration, except those which are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth

(dd) "Recreational Area" means the pool, cabana and other recreational facilities, if any, reflected on the Plat and/or Site Plan.

(ee) "Roadway Area" means the tract of land identified as Tract "R-1" and "R-2" on the Plat. The Roadway Area is to be used for ingress, egress, utilities, drainage and other purposes not inconsistent with such reservation, including, but not limited to, cable television systems. The fact that the Roadway Area is not legally described shall not affect its character as provided herein. The Roadway Area shall not include the tract of land identified as "Limited Access Easements" on the Plat, which "Limited Access Easements" are dedicated to the City for purposes of control and jurisdiction over access rights

(ff) "Rules and Regulations" means the rules and regulations of the Association, as amended, modified or supplemented, including, without limitation, the initial Rules and Regulations set forth on Exhibit E hereto

(gg) "SFWMD" is defined in Section 6.4.

(hh) "SFWMD Permit" is defined in Section 6.4.

(ii) "Site Plan" means the Site Plan for the Property

(jj) "Special Assessment(s)" is described in Section 7.4.

(kk) "SWMS" is defined in Section 6.4

(ll) "Townhome Unit(s)" means the single family residential unit(s) included within the Property which is(are) intended to be conveyed by Developer to an Owner.

(mm) "Turnover Date" is defined in Section 3.2 hereof.

(nn) "Water Management Area" means the Drainage Area and any other tracts of land identified on the Plat or on the Site Plan as "Water Management Area". The fact that the Water Management Area is not legally described shall not affect their character as provided herein

1.2 Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any Rules and Regulations of the Association shall be interpreted by the Board of Directors of the Association. Any such interpretation of the Board of Directors of the Association which is rendered in good faith shall be final, binding and conclusive if the Board of Directors of the Association receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board of Directors of the Association. Notwithstanding any rule of law to the contrary, the provisions of the Association Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the values of the Townhome Units and the protection of Developer's rights, benefits and privileges herein contemplated

ARTICLE 2.

DESCRIPTION OF THE PROPERTY

2.1 Legal Description. The Property initially held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and more particularly described on Exhibit A hereto.

2.2 Additions. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of adding to the Property any property owned by Developer or its affiliates or any easement or interest therein, and the Association shall be required to accept such conveyance

2.3 Withdrawals. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property. Any withdrawal of land not owned by Developer shall require the written consent or joinder of the then-owner(s) of and any Institutional First Mortgagee(s) holding mortgages on any such land

ARTICLE 3.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Function and Duties. The Association shall be responsible for the maintenance, management and operation of the Property. The Articles were filed in the Office of the Secretary of State of Florida, incorporating the Association as a corporation not for profit pursuant to Chapter 617, Florida Statutes. Copies of the Articles and Bylaws are attached to this Declaration as Exhibits "B" and "C," respectively.

3.2 Membership. Every Person who is a record Owner of a fee interest in any Townhome Unit shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such Person who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.3 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 3.2 with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members shall be entitled to one (1) vote for each Townhome Unit in which they hold the interests required for membership by Section 3.2.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B membership shall cease and terminate (as applicable, the "Turnover Date"): (a) the earlier of (i) ninety (90) days after ninety percent (90%) of the Townhome Units have been sold and conveyed by the Developer or (ii) December 31, 2010, or (b) sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association)

3.4 Powers of the Association. The Association shall have all of the powers provided by Chapter 617, Florida Statutes, and other applicable law as well as all powers indicated or incidental to those contained in the Association Documents. In addition, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. The Association shall have the power from time to time to enter into agreements with a manager or management company, and to the extent permitted by law, to delegate maintenance, management, and operational duties and obligations to such manager or management company. Any such manager or management company may be an affiliate of Developer.

ARTICLE 4.

USE OF THE COMMON AREAS

4.1 Member's Right to Use the Common Areas Subject to the terms and provisions of the Association Documents, the Plat, the Site Plan and any easement, restriction, reservation or limitation of record, the Members and, to the extent permitted in the Rules and Regulations, Member's Permittee(s) shall have the non-exclusive right to use, in common with one another, the Common Areas for all proper and reasonable purposes and in such a manner so as to not hinder or encroach upon the lawful rights of other to use same, subject to the following:

(a) The right and duty of the Association to levy Assessments against each Townhome Unit for the purpose of maintaining the Common Areas in compliance with the provisions of the Association Documents, the Plat or any other recorded instrument;

(b) Subject to the provisions of applicable law, the right of the Association to suspend a Member's (and such Member's Permittee(s)) right to use the Common Areas for (i) any period during which any Assessment against the Townhome Unit owned thereby remains unpaid for more than thirty (30) days and (ii) a period not to exceed sixty (60) days for any infraction of the Association Documents;

(c) The right of the Association to adopt at any time and from time to time and enforce the Rules and Regulations governing the use of the Common Areas together with the right to fine Members as hereinafter provided. Any Rule and/or Regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

(d) The right of the Association, acting by and through the Board of Directors, to grant easements, licenses and other rights of use of the Common Areas to Persons who are not Members for such consideration, if any, and on such terms and conditions, as the Board of Directors may from time to time consider appropriate;

(e) The right of Developer and the Association to have, grant, use, modify, relocate and/or terminate general (blanket) and specific easements over, under and through the Common Areas;

(f) The right of the Association, in accordance with the Association Documents, to borrow money for the purpose of improving the Common Areas in a manner designed to promote the enjoyment and welfare of the Members and, in support thereof, to mortgage any portion(s) of the Common Areas;

(g) The right of the Association to take such steps as reasonably are necessary to protect the Common Areas against mortgage default and foreclosure, provided that such steps are consistent with the provisions of the Association Documents; and

(h) The right of the Association to enter upon, and/or temporarily close access to, the Common Areas as reasonably necessary for the Association to perform maintenance, repairs or replacement as required by this Declaration

WITH RESPECT TO THE USE OF THE COMMON AREAS AND THE PROPERTY GENERALLY, ALL PERSONS ARE REFERRED TO SECTIONS 15.10 AND 15.11 AND ARTICLE 19 HEREOF, WHICH SHALL AT ALL TIMES APPLY THERETO.

4.2 Developer's Right to Use the Common Areas The Developer and the Developer's agents, employees, tenants, guests and invitees shall also have the right to use the Common Areas and such other portions of the Property (other than improved portions of Townhome Units not owned by Developer) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Common Areas or any improvements or facilities located on or serving Townhome Units owned by Developer. Developer

and its affiliates or designees may also elect to use, without charge, the Property (other than improved portions of Townhome Units not owned by Developer) for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Property (other than improved portions of Townhome Units previously conveyed by Developer) sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion.

ARTICLE 5.

EASEMENTS

5.1 Service and Utility Easements The Developer has granted, or may hereafter grant, to appropriate governmental or quasi-governmental authorities, water and sewer companies, electric utility companies, telephone companies, cable companies, ambulance or emergency companies, mail carriers and/or their respective successors and assigns easements over, upon and under the Common Areas and the unimproved portions of the Townhome Units for the installation, operation, maintenance, repair, replacement, alteration and expansion of services and utilities, including, without limitation, the easements reflected on the Plat and/or Site Plan (and reconveyed, reconveyed and rededicated hereby) for the construction, installation, maintenance, repair, expansion and replacement of water lines, utility facilities, sanitary sewers, storm drains, and electric and telephone lines, cables and conduits. To the extent prohibited by the terms thereof, no buildings, structures, improvements, trees, walls or fences shall be installed within these easements and each Member and/or Owner covenants to do nothing with or on his Townhome Unit which interferes with or impairs the governmental or quasi-governmental authority, service provider or utility company using these easements.

5.2 Public Easements Fire, police, health and sanitation, park maintenance and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

5.3 Water Management Area Easements are hereby declared and exist and are granted in favor of the Association, the South Florida Water Management District and any other governmental authority having jurisdiction for purposes of constructing and maintaining all lakes, detention ponds, retention ponds and drainage areas and facilities, together with any necessary appurtenances incidental of and necessary therefore, including, without limitation, those reflected on the Plat and/or Site Plan, if any.

5.4 Encroachments Easement There shall exist an exclusive easement for any unintentional and non-negligent encroachment (together with the maintenance, repair and replacement thereof): (i) of any portion of the Common Area upon any Townhome Unit, (ii) of any Townhome Unit upon the Common Area and/or (iii) that hereafter occurs as a result of (A) settling or shifting of any improvements, (B) any addition, alteration or repair to the Common Area made by or with the consent of the Association, and (C) any repair or restoration of any improvements (or any portion thereof) or of any Townhome Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any such improvement, Townhome Unit and/or Common Area.

5.5 Townhome Easement The Owner(s) of each Townhome Unit shall have an easement over, upon and through the shared walls of the Townhome Unit adjacent thereto for the following purposes:

(a) For installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Owner's Townhome Unit, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security.

(b) Of support in and to all structural members, footings and foundations of the neighboring Townhome Unit(s) or other improvements which are necessary for support of the Owner's Townhome Unit or other improvements on the Owner's Townhome Unit. Nothing in this Declaration shall be construed to require the Owner of the neighboring Townhome Unit(s) to erect, or permit the erection of, additional columns, bearing walls or other structures on his, hers or its Townhome Unit for the support of the Owner's Townhome Unit.

5.6 Ingress/Egress Easement. The Townhome Units located at the end of each building will have a side entrance accessible through a door located in the garage of said Townhome Unit. An easement is hereby reserved in favor of the Owners of said Townhome Units and their guests and invitees over and across the Common Areas for purposes of ingress and egress to and from said Townhome Units through said side entrance.

5.7 Additional Easements. Developer (so long as it owns any Townhome Units) and the Association, on its behalf and on behalf of all Members and/or Owners, each shall have the right to: (i) grant and declare additional easements over, upon, under and/or across the Common Area in favor of the Members and/or Owners and their guests and invitees, or in favor of any other Person, public or quasi-public authority or utility company or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Association or the Members and/or Owners and residents of the Property and their guests and invitees or in favor of any Person, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Members and/or Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Townhome Units for dwelling purposes, no joinder of any Members and/or Owner or any mortgagee of any Townhome Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Townhome Units for dwelling purposes, only the joinder of the Members and/or Owners and Institutional First Mortgagees of the Townhome Units so affected shall be required. To the extent required, all Members and/or Owners hereby irrevocably appoint Developer and/or the Association as their attorney-in-fact for the foregoing purposes. Developer shall have an easement to construct walls, fences, signage and entrance features on any Common Areas or unimproved portions of Townhome Units contiguous to the boundaries of or entrances to the Property.

ARTICLE 6.

OTHER AGREEMENTS

6.1 Buffer Area and Landscape Area. The Developer may establish a physical boundary between the Buffer Area and/or Landscape Area and the other portions of the Common Areas or affected Townhome Unit(s), if any, but in the absence of such physical boundary, the Developer shall have the absolute right to determine the actual boundary and such determination shall be binding on all affected Owners. No Owner shall alter the Buffer Area and/or Landscape Area or make any use of same contrary to its purposes. The Association shall be responsible for maintaining the Buffer Area and Landscape Area to the same standard as that applicable to all other portions of the Property and an easement over the Buffer Area and Landscape Area is hereby granted and declared for such purposes. All work pursuant to this Section and all expenses incurred or allocated to the Association in connection herewith shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

6.2 Roadway Area. The Developer may establish a physical boundary between the Roadway Area and the other portions of the Common Areas or affected Townhome Unit(s), if any, but in the absence of such physical boundary, the Developer shall have the absolute right to determine the actual boundary and such determination shall be binding on all affected Owners. No Owner shall alter the Roadway Area or make any use of same contrary to its purposes. The Association shall be responsible for maintaining the Roadway Area to the same standard as that applicable to all other portions of the Property and an easement over the Roadway Area is hereby granted and declared for such purposes. All work pursuant to this Section and all expenses incurred or allocated to the Association in connection herewith shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

6.3 Recreational Area Developer reserves the right, but not the obligation, to construct and provide the Recreational Area and to convey same to the Association once all of the Townhome Units have been built and conveyed to Owners. Prior to the Turnover Date (and thereafter with the consent of the Association, which will not be unreasonably withheld), Developer shall have the right to use the Recreational Area, or any portion thereof, for office or sales purposes, as may be desired by Developer, in its sole discretion.

6.4 Surface Water Management System The Association hereby accepts responsibility for the operation and maintenance of the Water Management Area and surface water management system (collectively, the "SWMS") described in that certain South Florida Water Management ("SFWMD") Permit No. 50-01503-S-29 (the "SFWMD Permit"), a copy of which is attached as Exhibit D hereto. A copy of the SFWMD Permit shall also be maintained by the Registered Agent for the Association for the benefit of the Association. The SWMS is owned by the Association and is declared to be part of the "Common Area" described in Article I, Section 1.1 of the Declaration. The Association shall maintain (and the cost thereof shall be a common expense of the Association) the SWMS for the Property, including, without limitation, all lakes, canals, retention areas, pipes, pumps, catch basins and related appurtenances. Such maintenance shall be performed in accordance with the requirements of the SFWMD Permit and an easement for such maintenance is hereby created over and across the Common Areas and any unimproved portions of the Townhome Units necessary in connection therewith. No amendment to the Declaration which would affect the SWMS shall be effective unless the Association has received a written determination from the SFWMD that such amendment does not necessitate a modification of the SFWMD Permit, or such a modification has been issued. If wetland mitigation, maintenance or monitoring is required by the SFWMD Permit or otherwise, the Association shall be required to carry out such obligations successfully, including meeting all SFWMD Permit conditions associated with wetland mitigation, maintenance and monitoring and maintaining any financial assurances required in connection therewith. The Association shall take action against any Owner as necessary to enforce the conditions of the SFWMD Permit. SFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the SWMS or in mitigation area under the responsibility of control of the Association.

6.5 Controlled Access Facility It is acknowledged that Developer may, but will not be required to, construct a controlled access facility at the entrance to the Property, which may include a building and/or guard gate intended to be staffed, or which may contain an access entry system not intended to be staffed. If provided, all costs associated with any controlled access facility will be borne by the Owners as a common expense of the Association. Prior to the Turnover Date, Developer shall have the right to determine, in its sole discretion, whether, and during what hours, if any, such controlled access facility, if any, will be staffed. Developer and its contractors and suppliers and their respective agents and employees, as well as any prospective purchasers of new Townhome Unit, shall be given free and unimpeded access through any such controlled access facility, subject only to such controls and restrictions as are agreed to in writing by Developer. Such right of access shall continue after Developer no longer owns any portion of the Property so long as Developer or any affiliate of Developer is using any model homes within the Property for sales purposes (including sales in other developments) or as necessary to allow Developer to perform any repairs or complete any improvements required by applicable law. Any governmental authority, any public utility company and/or any other entity providing utility services, cable television, home monitoring, telecommunications or similar services to Owners pursuant to an agreement with the Association shall be given free and unimpeded access through any such controlled access facility, subject only to such controls and restrictions as are agreed to in writing by them. In any event, neither Developer nor the Association shall have any liability to any one for any injury, damage or loss of any kind or nature whatsoever due to the fact that the controlled access facility is not staffed or due to the failure of any person at the facility or any mechanical or electrical entry system to prevent or detect a theft, burglary or any unauthorized use of the Property.

6.6 Cable Television, Security Monitoring and Other Services Developer and/or the Association may, but are not required to do so, enter into an agreement with (i) a cable television company to provide cable television and other services to the Townhome Units, (ii) a security monitoring company and/or (iii) any other entity to provide internet, communication, entertainment, telephone, electricity or other utilities, pest control, pool maintenance or other services for all of the Townhome Units, on such terms and conditions as the Developer or the Association may deem appropriate, in their sole discretion. Any such company or provider may be an affiliate or subsidiary of Developer so long as the terms of such agreement are reasonable compared to other companies providing similar services in the vicinity of the Property. Any such agreement may provide that all of the

Townhome Units will be required to pay for the basic services provided by the cable television company, security monitoring company or other company or provider, and may require the Association to collect the service charges from the Owners (as a common expense of the Association) and remit same to such companies. Any such agreement may also permit the companies to offer optional services which may be separately billed to and paid by the Owners purchasing same. If Developer enters into any such agreement, Developer shall assign its duties and obligations to the Association and the Association shall assume and accept same. In addition to the rights set forth above, the Developer or the Association shall have the right to approve one or more service providers for any type of service to be provided to the Owners in order to limit the number of different service providers providing any such service.

6.7 Community Development District. To the extent that any portion of the Property is subject to, or governed by, a Community Development District, or to the extent that the Developer or the Members of the Association elect to have any portion of the Property owned, maintained or governed by a Community Development District as provided herein, the Community Development District shall have the authority to plan, establish, acquire, equip, operate and maintain such portions and assess all Owners therefor. It is currently anticipated that the Property will be subject to both the High Ridge Community Development District and the Quantum Community Development District. **THE COMMUNITY DEVELOPMENT DISTRICTS MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

6.8 Perimeter Wall. In order to accommodate the development of the Property, a portion of the perimeter wall will need to be located on an easement recorded in Official Records Book 100, pages 26-29 of the Public Records of the County (the "FPL Easement") in favor of Florida Power & Light ("FPL"). In consideration for allowing the construction and installation of the portion of the wall in the FPL Easement, the Association has agreed to indemnify and hold FPL harmless from and against any damage to the wall caused by the electrical utility facilities located in the FPL Easement and/or the exercise by FPL of its rights under the FPL Easement.

ARTICLE 7.

ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Developer, for all Townhome Units now or hereafter located within the Property, hereby covenants and agrees, and each Owner of any Townhome Unit by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association General Assessments for the operation of the Association and for the maintenance, management, operation and insurance of the Common Areas, including such reasonable reserves as the Association may deem necessary, Special Assessments, as provided in Section 7.4 hereof, Capital Improvement Assessments, as provided in Section 7.5 hereof, and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Association, all such Assessments to be fixed, established and collected from time to time as herein provided. It is intended that any and all real estate taxes and assessments assessed against the Common Areas shall be proportionally assessed against and payable as part of the taxes of the Townhome Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, and the Association will assess the Owners of the Townhome Units for the cost thereof. The Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge, and shall be a continuing lien, upon the Townhome Unit against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Townhome Unit at the time when the Assessment fell due and all subsequent Owners until paid, except as provided in Section 7.9 below. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned. No Member/Owner may waive or otherwise

escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

7.2 Rates of Assessments The Board of Directors shall budget and adopt assessments for the Association's common expenses. However, Assessments against each Owner and his Townhome Unit shall be equal to the percentage calculated by dividing 100 by the total number of Townhome Units included within the Property.

7.3 General Assessments The General Assessments levied by the Association shall be used for the purposes expressed in Section 7.1 above and for such other purposes as the Association shall have within its powers and from time to time elect to undertake

7.4 Special Assessments In addition to the General Assessments which are or may be levied hereunder, the Association (through the Board of Directors) shall have the right to levy Special Assessments against an Owner(s) to the exclusion of other Owners for (i) the repair or replacement of damage to any portion of the Common Areas (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee(s), (ii) the costs of work performed by the Association in accordance with Article 8 of this Declaration (together with any surcharges collectible thereunder), (iii) against all Owners to cover actual deficits or anticipated deficits in operating and maintenance accounts resulting from inadequate General Assessments or (iv) against particular Owners and Townhome Units for expenses incurred against particular Townhome Units and/or Owners to the exclusion of others. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures, administrative and late charges, and interest. Any Special Assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such Assessment.

7.5 Capital Improvement Assessments In addition to the General Assessments and Special Assessments, the Association (through the Board of Directors) shall have the right to levy Capital Improvement Assessments to generate funds which, in the aggregate, exceed the lesser of \$50,000.00 or 10% of the total amount of the current operating budget of the Association in any one fiscal year which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 11 hereof) relating to the Common Areas and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing). Capital Improvement Assessments may only be levied upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association. The costs of any of the aforesaid work which are less than the above-specified threshold amount shall be collected as General Assessments or Special Assessments upon approval of a majority of the Board of Directors

7.6 Date of Commencement of General Assessments: Due Dates The General Assessments provided for in this Article shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The General Assessments shall be payable in advance in monthly installments, or in annual, semi- or quarter-annual installments if so determined by the Board of Directors (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board of Directors from that originally stipulated or from any other Assessment that is in the future adopted. The General Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any Special Assessment or Capital Improvement Assessment shall be fixed in the resolution authorizing such Assessment.

7.7 Duties of the Board of Directors The Board of Directors shall fix the date of commencement and the amount of the Assessment against the Townhome Units subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Townhome Units and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new assessment period is

given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and assessments as herein provided. The Association shall have all other powers provided in the Association Documents

7.8 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Townhome Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 7.9 to the contrary, the personal obligation of Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Townhome Unit on which the Assessments and late charges are unpaid, may foreclose the lien against the Townhome Unit on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments, late charges and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred together with the costs of the action, through all applicable appellate levels. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Townhome Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Townhome Unit shall be levied by the Association for such purpose. In addition to the rights of collection of Assessments stated in this Section, any and all Persons acquiring title to or an interest in a Townhome Unit as to which the Assessment is delinquent, including without limitation Persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Townhome Unit or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the Institutional First Mortgagees and purchasers contemplated by Section 7.9 below. All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

7.9 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any mortgage held by an Institutional First Mortgagee; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such lender acquiring a deed in lieu of foreclosure, and all Persons claiming by, through or under such purchaser or lender, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Townhome Unit by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Townhome Units subject to assessment by the Association, including the Townhome Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place

7.10 Developer's Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Townhome Units owned by it, or (ii) not pay Assessments on any Townhome Units and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice to such effect to the Association. When all Townhome Units within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

7.11 Association Funds. The portion of all General Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special Assessments and Capital Improvement Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

ARTICLE 8.

MAINTENANCE, REPAIRS AND REPLACEMENTS

8.1 Common Areas. The Common Areas (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Townhome Unit within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Developer), be conveyed by quit claim deed to the Association, which shall be deemed to have automatically accepted such conveyance. Notwithstanding the foregoing, beginning from the date this Declaration is recorded, the Association shall maintain, manage in good condition, operate, insure and replace (as often as necessary) the Common Areas, including, without limitation, any improvements and/or structures (except public utilities) situated thereon, if any, all such work to be done as ordered by the Board of Directors. In addition, the Association shall be responsible for any maintenance, monitoring or other obligations relating to any permit or approval issued to Developer in connection with the Common Areas. Without limiting the generality of the foregoing, the Association shall assume all of Developer's and its affiliates' responsibilities to the City, the County and any other governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities. The Association may, in the discretion of the Board of Directors, assume additional maintenance responsibilities upon all or any portion of the Property or any property adjacent thereto. Such assumption will be governed by agreement with the applicable association, Owner and/or neighbor.

8.2 Townhome Units. Each Owner shall maintain, repair and replace, at such Owner's expense, all portions of his Townhome Unit, including, but not limited to, the air conditioning equipment, electrical and plumbing fixtures, cabinets, carpets, other floor coverings, front doors, sliding doors, windows, equipment and appliances located therein or exclusively serving the same, in such a way as to not disturb any other Owners. Each Owner shall also maintain all exterior surfaces of his Townhome Unit and other improvements or structures located on or within his Townhome Unit(s) (including garages) in a neat, orderly and attractive manner. The aforesaid maintenance shall include maintaining screens (including screen enclosures), windows and doors (including the wood and hardware of garage doors and sliding glass doors). Each Owner will also maintain and keep any patio, balcony, courtyard, terrace, back yard, front yard, entryway and/or covered entryway to his Townhome Unit in an orderly condition and repair or replace any damaged screens and shutters. Each Owner will also keep all brick pavers installed in or adjacent to his Townhome Unit clear of weeds. Each Owner shall also maintain and irrigate the trees, shrubbery, grass and other landscaping on or adjacent to his Townhome Unit in a neat, orderly and attractive manner and consistent with the general appearance of the Property as a whole, including, without limitation, maintaining low volume sprinklers. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Property as initially constructed and otherwise improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness).

Notwithstanding the foregoing, the maintenance of the shared components, including, without limitation, the party walls, shared fences, the roofs, facias and soffits, and the exterior maintenance and painting shall be undertaken by the Association, and the expenses related thereto assessed solely against the Owners affected thereby.

8.3 Additional Maintenance. Each Owner shall maintain, in accordance with the standards set forth in this Article, whether or not located on his Townhome Unit, (i) the street-side boundary line(s) of the Owner's Townhome Unit (i.e., where applicable, the edge of the common sidewalk closest to the Townhome Unit) and the edge of the street's pavement and (ii) the projections of the side boundary lines of the Townhome Unit to such pavement's edge. Without limiting the generality of the foregoing, each Owner shall be responsible for the maintenance of any portion of his driveway which extends beyond the Townhome Unit as well as any sidewalk, grass or other plant material located immediately adjacent thereto; provided, however, that if the Board of Directors so elects, the Association may perform all or any portion of such maintenance obligations, on an ongoing or isolated basis for purposes such as achieving an economy of scale or providing for uniform appearance, and the Association may assess the applicable Owner(s) for the cost thereof.

8.4 Maintenance and Repair Necessitated by Negligence of Owners. An Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by the act, neglect or carelessness of such Owner or his guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association.

8.5 Right of Entry. In addition to such other remedies as may be available to Developer under this Declaration and/or applicable law, in the event that an Owner fails to maintain his Townhome Unit as required under Section 8.2, the Association shall have the right to enter upon the Townhome Unit in question and perform such duties; provided, however, that such entry shall be during reasonable hours and, if to remedy an obligation which was to be performed by the Owner, only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay an additional administrative charge as established from time to time by the Board of Directors, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof.

8.6 Contracts; Bidding. Subject to the provisions of Florida Statutes Section 720.3055, any contract that is not to be fully performed within one (1) year after the making thereof for purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes under this Declaration and/or applicable law and all contracts for the provisions of services shall be in writing. If a contract for the purchase, lease or renting of materials or equipment, or for the provisions of services, requires payments by the Association that exceed ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment or services. However, nothing herein shall be construed to require the Association to accept the lowest bid.

ARTICLE 9.

USE RESTRICTIONS

9.1 Applicability. The provisions of this Article 9 shall be applicable to all of the Property but shall not be applicable to Developer or any of its affiliates or assigns or to any Townhome Units or other property owned by Developer or its affiliates or assigns.

9.2 Use and Building. No Townhome Unit shall be used except for residential single family purposes. No building constructed on a Townhome Unit shall be used except for residential purposes, or as a related garage, if applicable. Garages may be used only for the parking of automobiles and traditional storage purposes, and in no event shall any garage be used or converted into living space. Owners shall use at least one (1) space in their respective garages for the parking of a vehicle. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Townhome Unit other than the Townhome Unit. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until the permanent cessation of such uses takes place. No changes may be made in buildings erected by Developer or its affiliates and/or assigns (except if such changes are made by Developer) without the consent of the Architectural Control Board.

9.3 Opening Building Walls; Removing Fences. Without limiting the generality of Sections 9.10 and 9.14 below, no Owner shall make or permit any opening to be made in any building wall (except as such opening is initially installed) or masonry wall or fence. Further, no such building wall or masonry wall or fence, if any, shall be demolished or removed without the prior written consent of Developer (so long as it owns any portion of the Property) and the Architectural Control Board.

9.4 Nuisances Nothing shall be done or maintained on any Townhome Unit which may be or become an annoyance or nuisance to the occupants of other Townhome Units. Any activity on a Townhome Unit which interferes with television, cable or radio reception on another Townhome Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. **ALL PERSONS ARE REFERRED TO SECTION 15.10 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.**

9.5 Temporary Structures; Gas Tanks; Other Outdoor Equipment. Except as may be approved or used by Developer during construction and/or sales periods, no structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Townhome Units within the Property at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Townhome Unit or on or about any ancillary building, except for gas tanks which are used for swimming pool heaters which are screened from view, one (1) gas cylinder (not to exceed 20 lbs. capacity) connected to a barbecue grill and/or such other tank as is designed and used for household purposes and approved by the Architectural Control Board. Any outdoor equipment such as, but not limited to, pool pumps and water softening devices shall be completely screened from the view of anyone not standing on the Townhome Unit by the use of landscaping or other means (in any event, as approved by the Architectural Control Board); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Control Board.

9.6 Signs. Notwithstanding anything contained herein to the contrary, no sign of any kind (including without limitation, any "For Sale" or "For Rent" signs) shall be displayed on the Property except that the exclusive sales agent for Developer may place a professional sign advertising a Home or Lot for sale.

9.7 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions. **ALL PERSONS ARE REFERRED TO SECTION 15.10 WITH RESPECT TO CERTAIN ACTIVITIES OF DEVELOPER.**

9.8 Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Townhome Unit or any portion of the Property for any commercial purpose. Further, no animals or pets of any kind shall be permitted to become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, if any, and Owners shall be responsible to clean-up any such excretions. **ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE APPLICABLE DWELLING OR FULLY ENCLOSED IN REAR YARD.** Pets shall also be subject to all applicable rules and regulations.

9.9 Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted; provided that the Association shall not be liable in any manner to any Person, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

9.10 Architectural Control. No building or other structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios or patio extensions, hedges, other landscaping, exterior paint or finish, awnings, antennae or satellite or microwave dishes, shutters, hurricane protection, basketball hoops, swing sets or play equipment, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting,

sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Townhome Unit until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Association have been approved, if at all, in writing by the Association and all necessary governmental permits are obtained. Fences, walls and similar improvements shall be governed by Section 9.14 below. Conversions of garages to living space or other uses are hereby prohibited, even though same are not readily apparent from the exteriors of applicable Townhome Units. Each building, wall, fence (if any) or other structure or improvement of any nature, together with landscaping, shall be erected, placed or altered upon a Townhome Unit only in accordance with the plans and specifications and plot plan so approved by the Association and applicable governmental permits and requirements. Refusal of approval of plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole and uncontrolled discretion of the Association are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of screen enclosures, doors, windows, patios or patio extensions, hedges, landscaping, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play equipment, decorative plaques or accessories, birdhouses, other pet houses, swales, asphaltting, and/or sidewalk/driveway surfaces or treatments shall be deemed an alteration requiring approval. The Association shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section. A majority of the Board of Directors may take any action the Association is empowered to take, may designate a representative to act for the Association and may employ personnel and consultants to act for it. The Association shall act on submissions to it within forty-five (45) days after receipt of the same (and all further documentation required by it) or else the request shall be deemed approved. No request for approval shall be valid or require any action unless and until all Assessments on the applicable Townhome Unit (and any interest and late charges thereon) have been paid in full. In the event that any new improvement or landscaping is added to a Townhome Unit, or any existing improvement on a Townhome Unit is altered, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Townhome Unit and remove or otherwise remedy the applicable violation after giving the Owner of the Townhome Unit at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work and a surcharge of a minimum of \$25.00 (but in no event more than thirty-five percent (35%) of the aforesaid costs) shall be a Special Assessment against the Townhome Unit, which Assessment shall be payable upon demand and secured by the lien for Assessments provided for in this Declaration. The approval of any proposed improvements or alterations by the Association shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Association or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. The Association may, but shall not be required to, require that any request for its approval be accompanied by the written consent of the Owners of the Townhome Units adjoining or nearby the Townhome Unit proposed to be altered or further improved as described in the request. Without limiting the generality of Section 9.1 hereof, the foregoing provisions shall not be applicable to Developer or its affiliates or assigns (to the extent provided in Article 10 hereof). Nothing in this Declaration shall be interpreted as an exemption from compliance with regulations of the City, County and/or other governmental or quasi-governmental entities. Any decision of the Architectural Control Board with respect to any proposed improvement or alteration which enforces any applicable rules and/or regulations of the City, County and/or other governmental or quasi-governmental entities shall be deemed reasonable and enforceable.

9.11 Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks (other than those of a type, if any, expressly permitted by the Association) or commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or horse vans, shall be permitted to be parked or to be stored at any place on the Property, nor in dedicated areas, except in (i) enclosed garages or (ii) spaces for some or all of the above specifically designated by Developer or the Association, if any. For purposes of this Section, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained in this Section shall not apply to temporary parking of trucks and commercial vehicles, such as for construction use or providing pick-up

and delivery and other commercial services, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board of Directors of the Association (which favorable opinion may be changed at any time), nor to any vehicles of Developer or its affiliates. All Owners and other occupants of Townhome Units are advised to consult with the Association prior to purchasing, or bringing onto the Property, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of 24 hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers. An affidavit of the Person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

9.12 Parking on Common Areas /Garages. No vehicles of any type shall be parked on any portion of the Common Areas (including sidewalks, streets and roadways) except to the extent, if at all, a portion(s) of the Common Areas is specifically designated for such purposes. All Owners and Members Permittees shall use at least one (1) space in their respective garages for the parking of a vehicle. In the event that such a party keeps a boat on a trailer (or some other vehicle or trailer) in the party's garage, the other space shall still be used for vehicular parking. Garage doors shall be kept closed at all times except when in actual use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. No parking shall be permitted on any portion of a Townhome Unit except its driveway and garage.

9.13 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be placed outside of a Townhome Unit except as permitted by the Association. The requirements from time to time of the applicable governmental authority or other company or association for disposal or collection of waste shall be followed. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be rigid plastic, no less than 20 gallons or more than 32 gallons in capacity, and well sealed. Such containers may not be placed out for collection sooner than 24 hours prior to scheduled collection and must be removed within 12 hours of collection. In the event that an Owner or occupant of a Townhome Unit keeps containers for recyclable materials thereon, same shall be deemed to be refuse containers for the purposes of this Section. All such trash and recyclable materials will be picked up curbside or as otherwise determined by applicable governmental authority or other company or association responsible therefore.

9.14 Fences, Walls and Hedges. No fence, wall or other structure shall be erected on any Townhome Unit, and no hedge shall be planted, except as originally installed by Developer or its affiliates or approved by the Architectural Control Board. In considering any request for the approval of a fence or wall or a hedge or other landscaping, the Architectural Control Board shall give due consideration to the possibility of same obstructing the view from any adjoining Townhome Unit or Common Area and may condition its approval on the hedge or other landscaping being kept to a specific height. All Persons are advised that many fences and walls may be prohibited altogether or, if approved, may be subject to stringent standards and requirements.

9.15 No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Property except on a portion of a Townhome Unit which is completely screened from the view of all Persons other than those on the Townhome Unit itself.

9.16 Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

9.17 Exterior Antennas. No exterior antennas, satellite dishes or similar equipment shall be permitted on any Townhome Unit or improvement thereon, except that Developer and its affiliates shall have the right to install and maintain a master cable and television system and the Association may permit antennae and/or dishes which are wholly contained within the Townhome Unit.

9.18 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Architectural Control Board and with such Architectural Control Board's approval. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

9.19 Driveway and Sidewalk Surfaces. No Owner shall install on a Townhome Unit, and the Architectural Control Board shall not approve, any sidewalk or driveway which has a surface material and/or color which is different from the materials and colors originally used or approved by the Developer. Further, no Owner shall change any existing sidewalk or driveway in a manner inconsistent with this Section.

9.20 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Townhome Unit without the prior approval of the Architectural Control Board.

9.21 Security; Access Control. All Owners shall be responsible for complying with, and ensuring that their Members' Permittees and invitees comply with, any and all security restrictions and procedures adopted by the Association for controlling access to and upon the Property or any portion thereof as well as Common Area roadways and other portions of the Common Areas, as such procedures and restrictions are adopted and amended from time to time. All Owners and other occupants of Townhome Units are advised that any such security restrictions and procedures adopted by the Association for access control are in addition to, and not intended to supplant or replace, local law enforcement. Any such restrictions and procedures shall be adopted, if at all, only for the purpose of monitoring access to the Property and observing activities therein which are readily apparent.

9.22 Variances. The Board of Directors shall have the right and power to grant variances from the provisions of this Article 9 and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board of Directors. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 9 in any instance in which such variance is not granted.

9.23 Additional Rules and Regulations. The Board of Directors may adopt additional Rules and Regulations which are incorporated herein by this reference and all such Rules and Regulations may be modified, in whole or in part, at any time by the Board of Directors without the necessity of recording an amendment hereto or thereto in the public records.

ARTICLE 10.

RESALE, LEASE AND OCCUPANCY RESTRICTIONS

10.1 Estoppel Certificate; Documents. No Owner, other than Developer, may sell or convey his interest in any Townhome Unit unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. Owners shall be obligated to deliver the documents originally received from Developer, containing this and other declarations and documents, to any grantee of such Owner.

10.2 Leases. No portion of a Townhome Unit (other than an entire Townhome Unit) may be rented. All leases shall be in writing and shall provide (or be automatically deemed to provide) that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration and the Association Documents. The leasing of Townhome Units shall also be subject to the prior written approval of the Association. An Owner intending to make a bona fide lease or renewal of a lease of a Townhome Unit shall give to the Association written notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the

Association may reasonably require, and a copy of the proposed lease. The intended lessee shall pay for and authorize a credit report and background check from a credit agency approved by the Association. The Association may deny approval based upon the credit report and/or background check. Owners wishing to lease their Townhome Units may, if the Board of Directors so elects, be required to place in escrow with the Association a sum of up to \$500.00 which may be used by the Association to repair any damage to the Common Areas or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00 and exclusive of any interest retained by the Association, shall be returned to the Owner within ninety (90) days after the tenant vacates the Townhome Unit.

10.3 Use Restrictions. No Townhome Unit shall be occupied by any Person other than the Owner(s) thereof or the applicable Members' Permittees and in no event for other than as a residence. Under no circumstances may more than one family reside in a Townhome Unit at one time. In no event shall occupancy (except for temporary occupancy by guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Townhome Unit by Persons in addition to those set forth above. The provisions of this Section shall not be applicable to Townhome Units used by Developer for model homes, sales offices, management services or otherwise. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other Persons permanently cohabiting the Townhome Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those Persons who have a principal residence other than the Townhome Unit. Unless otherwise determined by the Board of Directors, a Person occupying a Townhome Unit for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to leases and lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Article and the Board of Directors shall enforce, and the Owners comply with, same with due regard for such purpose.

ARTICLE 11.

ENFORCEMENT

11.1 Compliance by Owners. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors.

11.2 Enforcement. Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs. The Association shall have the right to suspend the rights of use of the Common Areas of defaulting Owners.

11.3 Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, subject to the following limitations:

(a) Amounts: The Board of Directors may impose fines not to exceed \$100 per violation, which fines may be levied on the basis of each day of a continuing violation, except that no such fine shall exceed \$1,000 in the aggregate. However, the limitations set forth herein do not apply to the failure of any Member to pay Assessments or other charges when due.

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

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

(d) Non-exclusive Remedy: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner

(e) Procedure. Notwithstanding the foregoing, a fine or suspension may not be imposed without notice of at least fourteen (14) days to the Member sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

11.4 No Lien; Caveat. Notwithstanding anything to the contrary in this Declaration to the contrary, a fine shall not become a lien against a Unit; provided, however, a Special Assessment levied pursuant to Section 7.4 hereof or remedial work performed by the Association pursuant to Section 8.5 hereof shall not be considered a fine.

ARTICLE 12.

DAMAGE OR DESTRUCTION

12.1 Damage or Destruction to Common Areas. Damage to or destruction of all or any portion of the Common Areas shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as they previously existed.

(b) If the insurance proceeds are within Five Hundred Thousand Dollars (\$500,000.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment (and not a Capital Improvement Assessment) against each of the Owners in equal shares in accordance with the provisions of Article 7 of this Declaration.

(c) If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars (\$500,000.00) to effect total restoration of the Common Areas, then by written consent or vote of a majority of each class of the Members, they shall determine, subject to Article 13 hereof, whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Capital Improvement Assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board of Directors, to not rebuild and to retain the available insurance proceeds

(d) Each Member shall be liable to the Association for any damage to the Common Areas not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of such Member or his Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member a Special Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Townhome Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be a Special Assessment against the Member and may be collected as provided herein for the collection of Assessments

12.2 Damage or Destruction to Townhome Units If the damage or destruction shall be limited only to Townhome Unit(s) for which the responsibility of maintenance and repair is that of the affected Owner(s), then such Owner(s) shall be responsible for, and shall be obligated to, repair or reconstruct such Townhome Unit(s). In no event shall the Developer or the Association be responsible for, or obligated to repair, reconstruct or replace, the Townhome Units or any property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith.

ARTICLE 13.

INSURANCE

13.1 Common Areas and Shared Components. The Association shall keep the Common Areas (and all improvements, facilities and fixtures located thereon) and shared components, including, without limitation, the exterior walls, party walls, the roofs, facias and soffits insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association (or for which the Association has maintenance responsibility), against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas and shared components shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Subject to the provisions of Article 12 of this Declaration, insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Assessments made by the Association. To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: (i) agreed amount and inflation guard, (ii) demolition costs, (iii) contingent liability from operation of building laws and (iv) increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable. The Association shall also maintain flood insurance on the insurable improvements in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

13.2 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board of Directors, the Members, Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss.

13.3 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring the Association and its Board of Directors and officers from liability in connection with the Common Areas, the premiums for which shall be common expenses and included in the Assessments made against the Members. The Association may also obtain such other insurance as the Board of Directors deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board of Directors may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board of Directors or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board of Directors or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of

anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months of General Assessments, plus all reserve funds.

13.4 "Blanket" Insurance. The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Developer or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards stated in this Article

13.5 Townhome Units. Except as set forth in Section 13.1 above, the Owners shall be responsible for maintaining insurance on their respective Townhome Units and any property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith (i.e., HO6 policy). In no event shall the Developer or the Association be responsible for, or obligated to obtain or maintain, insurance for the Townhome Units or any other property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith.

ARTICLE 14.

INSTITUTIONAL FIRST MORTGAGEE PROTECTION

14.1 Institutional First Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Association shall be required to make available to all Owners and Institutional First Mortgagees for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such Persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas

(b) Any Institutional First Mortgagee shall have, if requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the Assessments on its mortgaged Townhome Unit(s), (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Institutional First Mortgagees.

(c) Unless at least 66-2/3% of the Institutional First Mortgagees (based upon one vote for each mortgage owned by them), and the Members holding at least two-thirds (2/3rds) of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Owners shall:

(i) by act or omission seek to sell or transfer the Common Areas and any improvements thereon which are owned by the Association, provided, however, that the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Developer or the transfer of the Common Areas to another similar association of the Owners in accordance with the Articles or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause;

(ii) change the basic methods of determining the obligations, assessments, dues or other charges which may be levied against a Townhome Unit, except as provided herein with respect to future Townhome Units;

(iii) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Property;

(iv) fail to maintain fire and extended insurance on insurable portions of the Common Areas as provided herein; or

(v) use hazard insurance proceeds for losses to any Common Areas for other than the repair, replacement or reconstruction of the improvements

ARTICLE 15.

GENERAL PROVISIONS

15.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Board, Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Townhome Units subject hereto and by 100% of the Institutional First Mortgagees holding mortgages thereon has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

15.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

15.3 Dispute Resolution. Certain disputes that may arise under the provisions of this Declaration or any attachments thereto may be subject to mandatory binding arbitration or mandatory non-binding mediation through the State of Florida's Department of Business and Professional Regulation, or its Division of Florida Land Sales, as mandated by and pursuant to Section 720.311 of the Florida Statutes.

15.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.5 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County

15.6 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and said Articles shall take precedence over the Bylaws

15.7 Standards for Consent, Approval and Other Actions. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may, to the extent permitted under applicable law, be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate.

15.8 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered

as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

15.9 Notices and Disclaimers. EITHER DEVELOPER OR THE ASSOCIATION MAY ENTER INTO A CONTRACT WITH A SERVICE PROVIDER FOR THE PROVISION OF SECURITY SERVICES. NEITHER DEVELOPER THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") GUARANTEES OR WARRANTS, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SECURITY SYSTEM OR SECURITY SERVICES, OR THAT ANY SECURITY SYSTEM OR SECURITY SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SECURITY SYSTEM OR SECURITY SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF A DWELLING INCLUDED IN THE PROPERTY SERVICED BY ANY SUCH SECURITY SYSTEM OR SECURITY SERVICES ACKNOWLEDGES THAT THE LISTED PARTIES ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED WITHIN THE PROPERTY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of the Property receiving security services agrees that the Listed Parties assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider(s). Every Owner or occupant of the Property further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Listed Parties for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U.S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by the Listed Parties. Further, in no event will the Listed Parties be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in security and other services will occur from time to time, the Listed Parties shall not be liable, and no user of any system shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

15.10 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE LISTED PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF

ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

15.11 Notices and Disclaimers as to Water Bodies. THE LISTED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT THE DEPTH OF ANY SUCH WATER BODIES MAY CHANGE RAPIDLY. MOREOVER, ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY LIVE, HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

15.12 Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 15.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 15.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

15.13 Dissolution. Any Owner may petition the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Association in the event of dissolution of the Association.

ARTICLE 16.

AMENDMENTS TO DECLARATION

16.1 Prior to Turnover Date. Prior to the Turnover Date, Developer shall have the right to amend, change, delete or add to this Declaration at any time from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. By way of example, and not limitation, Developer may amend this Declaration to create easements for telecommunication systems, utilities, drainage, ingress and egress and roof overhangs over any portion of the Property (other than the improved portion of a Townhome Unit previously conveyed to an Owner), to add or delete from the Property comprising the Common Areas, to change, or add to, the Rules and Regulations, to modify the maintenance standards set forth herein and to correct any defect, error or omission in or of this Declaration. Developer's right to amend under this provision is to be construed as broadly as possible. In the event

that Association shall desire to amend this Declaration prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment.

16.2 After the Turnover Date. After the Turnover Date, this Declaration may be amended, changed, deleted or added to upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Townhome Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting as permitted by the Bylaws, provided that so long as the Developer or its affiliates is the Owner of any Townhome Unit affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, adversely affects its interest.

16.3 Recordation. Any amendment approved as required hereby shall be transcribed and certified in such form as may be necessary to record the same in the public records of the County, which recordation shall be accomplished no later than thirty (30) days after the adoption of such amendment.

ARTICLE 17.

COVENANTS AGAINST PARTITION AND SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any Townhome Unit is dependent upon the right to the use and enjoyment of the Common Areas and the improvements made thereto, and that it is in the interest of all of the Owners that the right to the use and enjoyment of the Common Areas be retained by the Owners of Townhome Units, it is therefore declared that the right to the use and enjoyment of any Owner in the Common Areas shall remain undivided, and such Owners shall have no right at law or equity to seek partition or severance of such right to the use and enjoyment of the Common Areas. In addition, there shall exist no right to transfer the right to the use and enjoyment of the Common Areas in any manner other than as an appurtenance to and in the same transaction with, a transfer of title to a Townhome Unit. Any conveyance or transfer of a Townhome Unit shall include the right to use and enjoyment of the Common Areas appurtenant to such Townhome Unit subject to reasonable rules and regulations promulgated by the Association for such use and enjoyment, whether or not such rights shall have been described or referred to in the deed by which said Townhome Unit is conveyed.

ARTICLE 18.

COMMUNITY ASSOCIATION

The Property is part of the Community and is subject to the terms, provisions, covenants, rules, restrictions, limitations, easements and other rights, duties, obligations and interests set forth in, or created by, the Community Declaration. Each Owner is automatically a member of the Community Association upon acceptance of a deed or other conveyance of a Townhome Unit. The Community Association shall have the power to assess Owner(s) of Townhome Unit(s) for common expenses and other costs of operating and maintaining the Community and to impose and foreclose liens against the Townhome Unit(s) owned by such Owner(s) in the event such assessments are not paid when due all in accordance with the terms of the Community Declaration. Developer makes no representations or warranties regarding, and Owner, by acceptance of a deed to his or her Townhome Unit, waives, to the fullest extent permitted by applicable law, any responsibility and/or liability of Developer for, the safety, completion, existence, availability and/or any other matter relating to or in any way appertaining or regarding any common areas or other portions of the Community (other than the Property) for which the Community Association and/or any other person or entity has responsibility or jurisdiction.

WITH RESPECT TO OTHER TERMS, PROVISIONS, COVENANTS, RULES, RESTRICTIONS, LIMITATIONS, EASEMENTS AND OTHER RIGHTS, DUTIES AND OBLIGATIONS OF OWNERS RELATING TO THE COMMUNITY, ALL PERSONS ARE REFERRED TO THE COMMUNITY DECLARATION.

ARTICLE 19.

DISCLAIMER OF LIABILITY OF ASSOCIATION

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ASSOCIATION DOCUMENTS TO THE CONTRARY, THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, OWNERS, MEMBERS PERMITTEES AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

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

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

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

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

EXECUTED as of the date first above written.

Witnessed by:

WESTBROOKE HOMES, a Florida general partnership

By: Westbrooke Companies, a Delaware corporation, its general partner

By: [Signature]
Diana Ibarria, President

Michelle Barraco
Name: Michelle Barraco

Alexandra Reynaud
Name: Alexandra Reynaud

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by Diana Ibarria, as President of Westbrooke Companies, a Florida corporation, the general partner of WESTBROOKE HOMES, a Florida general partnership, on behalf of said corporation and partnership. She is personally known to me.

[Signature]
Name: _____
Notary Public, State of Florida
Commission No. _____

My commission expires:



Lucerne Wukovits
MY COMMISSION # DD176923 EXPIRE
January 12, 2007
BONDED THIRD PARTY INSURANCE # 2

**CANTERBURY AT QUANTUM VILLAGE
LAND DESCRIPTION**

BEING LOT 88 AND A PORTION OF LOTS 83, 84, 86, 87 AND 89B, "QUANTUM PARK AT BOYNTON BEACH, P.L.D. PLAT NO. 8", PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA;
 THENCE SOUTH 00°39'00" EAST, ON THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1311.33 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE HALF (S1/2) OF THE NORTHEAST ONE QUARTER (NE1/4) OF SAID SECTION 17;
 THENCE SOUTH 89°12'27" WEST, ON THE NORTH LINE OF SAID SOUTH ONE HALF (S1/2) OF SAID NORTHEAST ONE QUARTER (NE1/4) OF SAID SECTION 17, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 88, SAID POINT ALSO BEING THE POINT OF BEGINNING;
 THENCE SOUTH 89°12'27" WEST ALONG THE NORTH LINE OF SAID LOT 88, A DISTANCE OF 364.01 FEET;
 THENCE SOUTH 00°31'11" WEST ALONG THE WEST LINE OF SAID LOT 88, A DISTANCE OF 396.48 FEET;
 THENCE SOUTH 12°02'41" WEST ALONG THE SAID WEST LINE OF LOT 88 AND ALONG THE WEST LINE OF SAID LOT 87 AND ALONG THE WEST LINE OF SAID LOT 83, A DISTANCE OF 415.97 FEET;
 THENCE NORTH 90°00'00" EAST, A DISTANCE OF 735.81 FEET;
 THENCE NORTH 73°35'59" EAST, A DISTANCE OF 313.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGH RIDGE ROAD AS SAME IS SHOWN ON SAID PLAT NO. 8, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 466.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 62°11'30" WEST; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'12", A DISTANCE OF 304.48 FEET TO THE POINT OF TANGENCY; THENCE NORTH 65°14'43" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°34'56", A DISTANCE OF 619.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.612 ACRES, MORE OR LESS.

TOGETHER WITH:

PARCEL 2:

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 89-B, "QUANTUM PARK AT BOYNTON BEACH, P.L.D., PLAT NO. 8", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 196 THROUGH 197, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF LOT 89-A;

THENCE SOUTH 88°24'22" EAST ALONG THE NORTH LINE OF SAID LOT 89-B 43.08 FEET;
THENCE SOUTH 01°35'38" WEST 241.17 FEET;
THENCE NORTH 88°24'22" WEST 265.43 FEET TO A POINT COINCIDENT WITH THE EAST
RIGHT-OF-WAY LINE OF HIGH RIDGE ROAD, AS RECORDED IN THE PLAT OF "QUANTUM
PARK AT BOYNTON BEACH P.I.D., PLAT NO. 8, IN PLAT BOOK 57, PAGES 196 AND 197, OF
THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;
THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH AN ARC DISTANCE OF
45.45 FEET, DELTA ANGLE OF 05°47'14", RADIUS OF 450.00 FEET, CHORD DISTANCE OF 45.43
FEET AND CHORD BEARING OF NORTH 30°55'46" WEST TO THE SOUTHWEST CORNER OF
LOT 89-A;
THENCE NORTH 66°36'00" EAST 272.28 FEET TO THE SOUTHEAST CORNER OF LOT 89-A;
THENCE NORTH 01°35'38" EAST 87.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.996 ACRES, MORE OR LESS.

ALSO KNOWN AS "CANTERBURY AT QUANTUM VILLAGE", ACCORDING TO THE PLAT
THEREOF AS RECORDED ON PLAT BOOK 100, PAGES 26 THROUGH 29, PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA.

ARTICLES OF INCORPORATION

OF

CANTERBURY BY WESTBROOKE PROPERTY OWNERS ASSOCIATION, INC.

A Corporation Not For Profit

The undersigned incorporators, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby associate ourselves into a corporation (the "Association") for the purposes and with the powers hereinafter specified, and adopt the following Articles of Incorporation:

ARTICLE I

NAME AND PLACE OF BUSINESS

The name of the Association shall be CANTERBURY BY WESTBROOKE PROPERTY OWNERS ASSOCIATION, INC. and the principal place of business shall be 9350 Sunset Drive, Suite 100, Miami, Florida 33173.

ARTICLE II

PURPOSES

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants and Restrictions for Canterbury recorded (or to be recorded) in the Public Records of Palm Beach County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration," capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration). The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Areas thereof for the benefit of the Members of the Association. The Association shall be conducted as a not-for-profit organization for the benefit of the Members.

ARTICLE III

POWERS

The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration. The Association shall also have all of the powers necessary powers to provide for the general health and welfare of the Members and to implement the purposes of the Association as set forth in the Association Documents, including, without limitation, the following:

- A. **Management.** The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.
- B. **Rules and Regulations.** Make and establish reasonable Rules and Regulations governing the use of the Property.
- C. **Assessments.** Levy and collect Assessments against Members to defray the cost of performing its duties under the Declaration.

D. Maintenance. Maintain, repair, replace, operate and manage the Property, including the right to reconstruct improvements after casualty and further to improve and add to the Property.

E. Enforcement. Enforce the provisions of these Articles, the Declaration, the Bylaws, and all Rules and Regulations governing use of the Property which may from time to time be established.

F. Other Rights and Duties. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration or by applicable law.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Every Person who is a record owner of fee title in any Townhome Unit shall be a Member of the Association, provided that any such Person who holds such interest merely as security for the performance of an obligation shall not be a Member. The Membership of such Person shall be automatically terminated when such Person is divested of title or ownership in such Townhome Unit, provided that nothing herein contained shall be construed as terminating the Membership of any Person owning fee title in two or more Townhome Units at any time while such Person shall retain fee title in at least one Townhome Unit.

Section 4.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 of this Article with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Class A Members will be entitled to one vote for each Townhome Unit in which they hold the interests required for membership pursuant to Section 1 of this Article.

Class B. The Class B Member shall be the Developer. The Class B member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time on behalf of the Class A Members. The Class B Membership shall cease and terminate (as applicable, the "Turnover Date"): (a) the earlier of (i) ninety (90) days after ninety percent (90%) of the Townhome Units have been sold and conveyed by the Developer or (ii) December 31, 2010, or (b) sooner at the election of Developer (whereupon the Class A Members shall be obligated to elect the Board of Directors and assume control of the Association).

Section 4.3 Prior to Recordation. Until such time as the Declaration is recorded, the membership of the Association shall be comprised of the subscribers to these Articles, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

ARTICLE V

CORPORATE EXISTENCE

The Association shall have perpetual existence; provided that if it is dissolved, its assets shall be conveyed to another association or public agency having a similar purpose.

ARTICLE VI

OFFICERS

Section 6.1 Management. The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers (collectively, the "Officers"), subject to the direction of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Property and the affairs of the Association, and any and all such person(s) and/or entity(ies) may be so employed without regard to whether such person or entity is a Member of the Association or a Director or Officer of the Association, as the case may be.

Section 6.2 Election and Appointment of Officers. The Officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election for, and the removal from office of, Officers, and the filling of vacancies and duties of the Officers. The President shall be a Director, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 6.3 First Officers. The Officers of the Association, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

President	Diana Ibarria
Vice President	Claudia Feldman
Secretary/Treasurer	David Webber

ARTICLE VII

BOARD OF DIRECTORS

Section 7.1 Number of Directors. The property, business and affairs of the Association shall be managed by a Board of Directors. The number of Directors on the first Board of Directors shall be three (3). The number of Directors on any succeeding Board of Directors shall also be three (3) unless otherwise provided in the Bylaws. A majority of the Board of Directors shall constitute a quorum for the transaction of business.

Section 7.2 Election of Board of Directors. Prior to the Turnover Date, all of the Directors will be appointed by the Class B Member. The Class B Member shall have the right to appoint the Directors by written notice to such effect or by an announcement reflected in the minutes of the Annual Member's Meeting (as defined in the Bylaws). From and after the Turnover Date, the Directors shall be elected by the Members at the Annual Member's Meeting as provided in the Bylaws. The Bylaws shall provide for the method of voting in the election and for removal from office of Directors. All Directors must be Members of the Association and reside in the Property or such Directors may be authorized representatives, officers, or employees of corporate Members of the Association or designees of the Class B Member. Notwithstanding the foregoing, the Class B Member shall be entitled at any time to waive in writing its right to appoint

Directors prior to the Turnover Date as set forth herein and thereafter to vote in elections for Directors in the same manner as other Owners of Townhome Units, if applicable.

Section 7.3 Duration of Office A Director designated by the Class B Member may be removed only by the Class B Member in its sole discretion and without any need for a meeting or vote. Except as set forth herein, in the Bylaws or pursuant to applicable law, Members elected to the Board of Directors shall hold office until the next succeeding Annual Member's Meeting, and thereafter until qualified successors are duly elected and have taken office.

Section 7.4 Vacancies The Class B Member shall have the unqualified right to name a successor for any vacancy as to a Director designated, or entitled to be designated, by it, and the Class B Member shall notify the Board of Directors as to the name of the successor Director and of the commencement date for the term of such successor Director. If a Director elected by the general membership shall for any reason cease to be a Director, the remaining Directors so elected may elect a successor to fill the vacancy for the balance of the term.

Section 7.5 First Board of Directors The names and addresses of the Persons appointed to the first Board of Directors by the Class B Member, who shall hold office until their successors are selected and have qualified as set forth under these Articles, the Bylaws and/or applicable provisions of the laws of Florida, are as follows:

Diana Ibarria	9350 Sunset Drive, Suite 100 Miami, Florida 33173
Claudia Feldman	9350 Sunset Drive, Suite 100 Miami, Florida 33173
David Webber	1860 Old Okeechobee Road, Suite 503 West Palm Beach, Florida 33409

ARTICLE VIII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended or repealed in the manner set forth in the Bylaws.

ARTICLE IX

AMENDMENTS AND PRIORITY

Section 9.1 Amendment Prior to the Turnover Date, the Class B Member shall have the right to amend, change, delete or add to these Articles at any time and from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. The Class B Member's right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain the Class B Member's prior written consent to any proposed amendment. After the Turnover Date, these Articles may be amended, changed, deleted or added to upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Townhome Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting; provided that so long as the Developer or its affiliates is the Owner of any Townhome Unit affected by these Articles, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, adversely affects its interest. Any amendment approved as required hereby shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the

State of Florida. A certified copy of the approved amendment shall also be recorded in the public records of Palm Beach County, Florida within thirty (30) days from the date approved

Section 9.2. Priority. In case of any conflict between these Articles and the Bylaws, these Articles shall control; and in case of any conflict between these Articles and the Declaration, the Declaration shall control.

ARTICLE X

INCORPORATORS

The name and address of the incorporators of the Association are:

<u>Name</u>	<u>Address</u>
Diann Ibarria	9350 Sunset Drive, Suite 100 Miami, Florida 33173
Claudia Feldman	9350 Sunset Drive, Suite 100 Miami, Florida 33173
David Webber	1860 Old Okreechobee Road, Suite 503 West Palm Beach, Florida 33409

ARTICLE XI

INDEMNIFICATION

Section 11.1 Indemnification. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against all expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or that he acted in a manner he believed to be not in or opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be in or opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

Section 11.2 Expenses. To the extent that a Director, Officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Article XI or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

Section 11.3 Cumulative. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 11.4 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

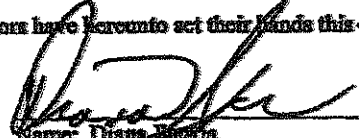
Section 11.5 No Amendment. The provisions of this Article XI shall not be amended.

ARTICLE XII

REGISTERED AGENT

Until changed, Steven J. Vainder, Esq., shall be the registered agent of the Association and the registered office shall be at 200 South Biscayne Blvd., Suite 4900, Miami, Florida 33131.

IN WITNESS WHEREOF, the aforesaid incorporators have hereunto set their hands this 30 day of March, 2005.


Name: Diana Ibarra


Name: Claudia Feldman


Name: David Webber

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

The foregoing instrument was acknowledged before me this 30 day of March, 2005, by Diana Ibarra, Claudia Feldman and David Webber, who are personally known to me and who did not take an oath.


NOTARY PUBLIC, State of Florida

My Commission Expires:



Lucas Wicovita
MY COMMISSION DOES NOT EXPIRE
January 13, 2007
FIDELITY & SECURITY INSURANCE, INC.

**CERTIFICATE DESIGNATING REGISTERED AGENT
AND REGISTERED OFFICE**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Miami-Dade, State of Florida, the corporation named in said Articles has named 200 South Biscayne Blvd., Suite 4900, Miami, Florida 33131, as its registered office, and has named Steven J. Vainder, Esq., located at said address, as its registered agent



Name: Diana Estrella
Name: Claudia Feldman
Name: David Webber

Having been named the statutory agent of the above corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 29th day of March, 2005.


STEVEN J. VAINDER, ESQ.

State of Florida



Department of State

I certify from the records of this office that CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS ASSOCIATION OF PALM BEACH, INC. is a corporation organized under the laws of the State of Florida, filed on March 31, 2005.

The document number of this corporation is N05000003355.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 605A00025298-041305-N05000003355-1/1, noted below.

Authentication Code: 605A00025298-041305-N05000003355-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of April, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF**

CANTERBURY BY WESTBROOKE PROPERTY OWNERS ASSOCIATION, INC.

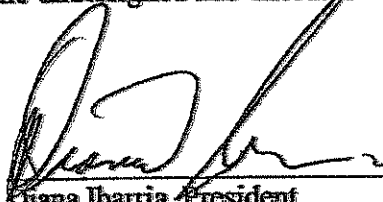
Pursuant to the provisions of Sections 617.1001 and 617.1006 of the Florida Business Corporation Act, CANTERBURY BY WESTBROOKE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, Document Number N05000003355 (the "Association"), in accordance with actions adopted by unanimous consent of the directors and Class B shareholder being all the members entitled to vote the proposed amendment, hereby adopts the following amendment to its Articles of Incorporation.

Article I of the Articles of Incorporation of the Association is hereby deleted in its entirety and the following is substituted therefor:

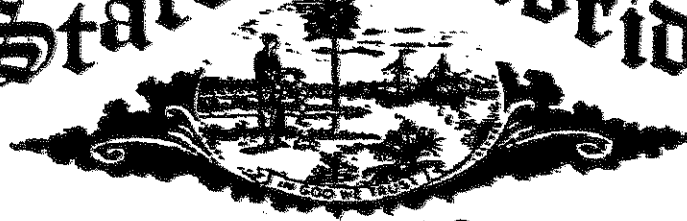
**ARTICLE I
NAME AND PLACE OF BUSINESS**

The name of the Association shall be CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS ASSOCIATION OF PALM BEACH, INC. and the principal place of business shall be 9350 Sunset Drive, Suite 100, Miami, Florida 33173.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 12th day of April, 2005.


Diana Ibarria, President

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 13, 2005, to Articles of Incorporation for CANTERBURY BY WESTBROOKE PROPERTY OWNERS ASSOCIATION, INC. which changed its name to CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS ASSOCIATION OF PALM BEACH, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number N05000090873. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000003355.

Authentication Code: 605A00025298-041305-N05000003355-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of April, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

BYLAWS

OF

CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS
ASSOCIATION OF PALM BEACH, INC.

Section 1. Identification of Association

These are the Bylaws of Canterbury at Quantum Village Property Owners Association of Palm Beach, Inc., a Florida corporation not for profit (the "Association"), the Articles of Incorporation ("Articles") of which were filed in the office of the Secretary of State of the State of Florida. The Association has been organized for the purposes described in the Articles.

1.1 The office of the Association shall be 9350 Sunset Drive, Suite 100, Miami, Florida 33173, and thereafter may be located at any place designated by the Board of Directors.

1.2 The fiscal year of the Association shall be the calendar year

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Definitions

All capitalized terms used but not otherwise defined herein will have the meaning set forth in that certain Declaration of Covenants and Restrictions for Canterbury (the "Declaration")

Section 3. Membership; Members' Meeting; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to Membership in the Association, the termination of such Membership and the voting rights of Members shall be as set forth in the Articles, the provisions of which are incorporated herein by reference

3.2 The Members shall meet annually at the office of the Association (or at such other place within the State of Florida as may be determined by the Board of Directors and specified in the notice of the meeting) at 2:00 p.m. on the first Thursday in the month of November ("Annual Members' Meeting"). The purpose of the Annual Members' Meeting shall be to elect Directors and transact any other business authorized to be transacted at such meeting.

3.3 Special meeting of the Members shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board of Directors. A special meeting must be called by the President or Vice President upon receipt of a written request from Developer and/or the Owners of at least 30% of the Townhome Units

3.4 A written notice of all meetings of Members, whether the Annual Members' Meeting or special meetings, shall be given to each Member at his last known address as it then appears on the books of the Association unless specifically waived in writing by a Member prior to the required notification period as set forth below. In the absence of any specific address for a Member, the Association shall use the address of any Townhome Unit owned by such Member. Such notice of an Annual Members' Meeting or special meeting shall be mailed to the said address not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the Affidavit of the Person who mailed such notice. The notice shall state the time and place of the meeting and the purpose for which the meeting is called. The notice shall be signed by an officer of the Association or reflect a facsimile of such signature. If a meeting of the Membership, either Annual or special, is one

which, by express provision of the Declaration or Articles permits or requires a greater or lesser amount of time for the mailing or posting of notice than is required or permitted by the provision of this Section 3.4, then the aforesaid express provision shall govern. Notwithstanding any provision herein to the contrary, notice of any Meeting may be waived before, during or after such Meeting, by a Member or by the Person entitled to vote for such Member by signing a document setting forth the waiver of such notice

3.5 The Members may, at the discretion of the Board of Directors, act by written agreement in lieu of a meeting, provided written notice of the matter(s) to be agreed upon is given to the Members at the addresses and within the time period set forth in Section 3.4 hereof or duly waived in accordance with such Section. Prior to the Turnover Date, the decision of the Class B Member shall be binding on all matters described herein. From and after the Turnover Date, unless some greater number is required under the Declaration or Articles, or where otherwise required by law, the affirmative vote of the Owners of a majority of the Townhome Units represented at any meeting duly called and at which a quorum is present shall be binding upon the Members. Notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period in which the written response is to be received by the Association.

3.6 Prior to the Turnover Date, a quorum for a meeting of the Members shall consist of the Class B Member. From and after the Turnover Date, a quorum for a meeting of the Members shall consist of the Owners of at least 30% of the Townhome Units. The Members may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum.

3.7 If any meeting of the Members cannot be organized because a quorum is not in attendance, the Member(s) who is(are) present, either in person or by Proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board of Directors.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members at all reasonable times. The Association shall retain minutes for at least seven (7) days subsequent to the date of the meeting the minutes reflect.

3.9 The vote of the Owner(s) of a Townhome Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the Owner(s) of such Townhome Unit as the "Designated Voter" thereof. In each instance where title to a Townhome Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association, designate one natural person as the Designated Voter. The instrument designating the Designated Voter shall be filed with the Association, and the person so designated shall be and remain the Designated Voter of the Single Family Unit until such designation has been revoked by written instrument executed by the Owner(s) of the Townhome Unit or by lawful conveyance of the Townhome Unit. The Designated Voter of the Townhome Unit shall be the only person entitled to cast or exercise, in person or by proxy as allowed by applicable law, the vote of the Owner(s) of such Townhome Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act. Such votes may be cast in person or by Proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the Person entitled to vote. Proxies shall be in writing, must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the Person giving the same and shall be valid only for the particular meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Association at least two (2) business days before the appointed time of the meeting in order to be effective. A Proxy automatically expires 90 days after the date of the meeting for which it was originally given. A Proxy may be revoked only by a separate written instrument filed with the Secretary of the Association prior to the time a vote is cast according to such Proxy.

3.10 At meetings of Members, the Chairman of the Board, or in his absence, the President, shall preside, or in the absence of both, the Members present shall select a chairman of the meeting

3.11 The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- (i) Calling of the roll and certifying of proxies;
- (ii) Proof of notice of meeting or waiver of notice;
- (iii) Reading or waiver of reading of minutes of previous meeting of Members;
- (iv) Reports of officers;
- (v) Reports of committees;
- (vi) Appointments by Chairman of Inspector of Election;
- (vii) Election of Directors;
- (viii) Unfinished business;
- (ix) New business;
- (x) Adjournment

3.12 In the event a Member conducts himself in a manner detrimental to the carrying on of the meeting, then the Board of Directors may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion.

Section 4. Board of Directors

4.1 The form of administration of the Association shall be by a Board of Directors consisting of not less than three (3) Directors.

4.2 Prior to the Turnover Date, all of the Directors will be appointed by the Class B Member. The Class B Member shall have the right to appoint the Directors by written notice to such effect.

4.3 From and after the Turnover Date, the Board of Directors shall be elected by written ballot by a plurality of the votes cast at the Annual Members' Meeting or special meeting called for that purpose. Proxies may not be used in the election of Directors. No Member shall permit any other person to vote his ballot and any such ballots improperly cast shall be deemed invalid. In the election of Directors by the Members, there shall be appurtenant to each Townhome Unit as many votes for Directors as there are Directors to be elected; provided, however, no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative. Although there will be no quorum requirement in the election of Directors by the Members, Owners of at least twenty percent (20%) of the Townhome Units must cast a ballot in order to have a valid election of a Director by the Members. A Director elected by the Members shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office, unless removed in the manner elsewhere herein provided or as provided by law. Vacancies on the Board of Directors may be filled, to expire on the date of the next annual meeting, by the remaining Directors.

4.4 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

4.5 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter, until his successors is duly elected and qualified or until he is removed.

4.6 A Director designated by the Class B Member as provided in the Articles may be removed only by the Class B Member in its sole discretion and without any need for a meeting or vote. The Class B Member shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy as to a Director designated, or entitled to be designated, by it, and the Class B Member shall notify the Board of Directors as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.7 The organizational meeting of any newly elected Board of Directors shall be held within ten (10) days of the Annual Members' Meeting or special meeting held for the purpose of electing Directors at such place and time as shall be fixed by the Directors at the Annual Members' Meeting or such special meeting. No further notice of the organizational meeting shall be necessary.

4.8 Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board of Directors may be called at the discretion of the President or the Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.9 Notice of the time and place of regular and special meetings of the Board of Directors, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting and shall be posted in a conspicuous place in the Property at least 48 hours in advance, except in an emergency. Written notice of each board meeting must be mailed, delivered or electronically transmitted to each Member at least fourteen (14) days before the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person making notice and filed upon execution among the official records of the Association. Assessments may not be levied at a meeting of the Board of Directors unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments is described. Rules that regulate the use of the Property may not be adopted, amended or revoked at a board meeting unless the notice includes a statement that changes to the rules regarding the use of the Property will be considered at the meeting. Any Director may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.10 A quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. A Director may join in the action of the meeting of the Board of Directors by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board of Directors, except as specifically provided otherwise in the Declaration, the Articles or herein. If at any meetings of the Board of Directors there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall be as determined by the Board of Directors.

4.11 The presiding officer at Board of Directors meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.12 Prior to the Turnover Date, Directors' fees, if any, shall be determined by the Class B Member. From and after the Turnover Date, Directors' fees, if any, shall be determined by the vote of a majority of the Members.

4.13 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. A vote or abstention from voting on each matter voted upon for each Director present must be recorded in the minutes.

4.14 The Board of Directors shall have the power to appoint executive committees consisting of not less than two (2) Directors. Executive committees shall have and exercise such powers of the Board of Directors as may be delegated to such executive committee by the Board of Directors.

4.15 Unless the Board of Directors holds a meeting with its attorney with respect to proposed or pending litigation where the contents of the discussion would be governed by the attorney-client privilege, meetings of the Board of Directors shall be open to all Members. With respect to a matter placed on the agenda by petition of the voting interests, a Member who places his or her name on a sign-up sheet designed for such purpose (or otherwise makes a written request in a manner proscribed by the Board of Directors) may speak for no more than 3 minutes at the meeting. In all other events, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board of Directors any person who is not able to provide sufficient proof that he is a Member or a duly authorized representative, agent or Proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting. Subject to the limitations set forth herein and in Florida Statutes Chapter 720, the Association, in its own discretion, may adopt written, reasonable rules governing the frequency, duration, and other manner of Member and Owner statements.

4.16 Subject to the provisions of applicable law, any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a written consent, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

4.17 If twenty percent (20%) of the total voting interests petition the Board of Directors to address an item of business, the Board shall at its next regular meeting or at a special meeting, but not later than 60 days after the receipt of the petition, take the petitioned item up on the agenda. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 5. Powers and Duties of the Board of Directors

5.1 All of the powers and duties of the Association shall be exercised by the Board of Directors. Such powers and duties of the Board of Directors shall include, but not be limited to, all powers and duties set forth in the Declaration and Articles, as well as all of the powers and duties of a director of a corporation not for profit.

5.2 Assessments shall be collected by the Association in payments made directly to it by each Owner as set forth in the Declaration. The Board of Directors shall be empowered to levy fines and late fees in order to effectuate the enforcement of the provisions of the Declaration and the timely payment of all Assessments levied thereunder.

Section 6. Officers of the Association

6.1 The Officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board of Directors so determines, an Assistant Secretary and an Assistant Treasurer, all of whom shall be elected annually as set forth in the Articles. (Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board of Directors. The Board of Directors shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board of Directors shall find to be required to manage the affairs of the Association.) The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President may not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person.

6.2 The President shall be the chief executive officer of the Association. (S)he shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for

profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board of Directors.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors. In the event there shall be more than one Vice President elected by the Board of Directors, then they shall be designated "First," "Second," etc and shall exercise the powers and perform the duties of the presidency in such order.

6.4 The Secretary, when in attendance, shall cause to be kept the minutes of all meetings of the Board of Directors and the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times. (S)he shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal which duly signed, he shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board of Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. (S)he shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer whenever the Treasurer is absent and shall assist the Treasurer.

6.6 The compensation, if any, of all Officers and Directors of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board of Directors from employing a Director or an Officer as an employee of the Association or preclude the contracting with a Director or an Officer for the management of the Common Areas.

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records in accordance with good accounting practices and as required by Florida Statutes Section 720.303(7). Such records shall be open to inspection by Members and Institutional First Mortgagees or their respective authorized representatives at reasonable times and places. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be available at least annually to the Members.

7.2 The Board of Directors shall adopt an annual Budget of the anticipated costs of performing all of the functions of the Association (the "Common Expenses") for the forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board of Directors ("Budget Meeting") called for that purpose. The Budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another person. If required by applicable law, the Association shall provide each Member with a copy of the Budget or a written notice that a copy of the Budget is available upon request at no charge to the Member. The copy of the Budget or notice of availability thereof shall be deemed furnished upon its delivery or upon its being mailed to the Member at the address for giving notices to such Member as provided in Section 3.4 hereof. In the event a notice of availability is sent, the Budget must be available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Notwithstanding the foregoing, except as otherwise provided by applicable Florida law, the failure to deliver a copy of the Budget to each Member shall not affect the liability of any Member for any Assessment nor will the delivery of a copy of such Budget be a condition precedent to the effectiveness of such Budget or the Assessments levied pursuant thereto. Moreover, except to the extent otherwise provided by applicable Florida law, nothing contained herein shall be construed as a limitation upon an additional Assessment in the event that any Budget adopted by the Board of Directors shall appear to be insufficient to pay the costs and expenses of the operation and management of the Association or in the event of any emergency; provided, however, at least

twenty (20) days prior to the effective date of any change in the amount of Assessments, the Association shall send written notice of the new Assessment amount and the due date(s) thereof to each Member

7.3 In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar year on a pro rata basis any expenses which are prepaid in any one calendar year for Common Expenses which cover more than such calendar year; (iv) Assessments shall be made in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Common Expenses and for all unpaid Common Expenses previously incurred; and (v) items of Common Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Common Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4 All Assessments shall be payable as provided for in the Declaration.

7.5 No Board of Directors shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not budgeted or which shall exceed budgeted items, and no Board of Directors is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessments; provided, however, at least twenty (20) days prior to the effective date of any change in the amount of Assessments, the Association shall send written notice of the new Assessment amount and the due date(s) thereof to each Member

7.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board of Directors.

7.7 An annual audited financial statement, (which report must show the actual receipts and expenditures by classification and the beginning and ending cash balances of the Association) prepared in conformity with generally accepted accounting principles for the immediately preceding fiscal year of the Association shall be made within sixty (60) days after the close of the applicable fiscal year. If required by applicable law, the Association shall provide each Member with a copy of the report or statement or a written notice that a copy thereof is available upon request at no charge to the Member. The copy of the report or statement or notice of availability thereof shall be deemed furnished upon its delivery or upon its being mailed to the Member at the address for giving notices to such Member as provided in Section 3.4 hereof. In the event a notice of availability is sent, the report or statement must be available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Any Institutional First Mortgagee, upon written request therefor, shall receive such financial report or statement of the Community Association for the prior fiscal year without charge.

Section 8. Books and Papers

8.1 The books, records, financial statements and papers of the Association shall be maintained within the State of Florida and, to the extent required by applicable law, will be subject to the inspection of any Member of the Association. If the Association has a photocopy machine available where the records are maintained, it must provide Owner with copies of requested documents if the entire request is limited to no more than 25 pages. Subject to the limitations set forth in Florida Statutes Section 720.303(5), the Association may adopt reasonable written rules governing the frequency, time, location, notice and manner of such inspections and may impose fees to cover the costs of providing copies

8.2 If required by applicable law, the Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws and of each amendment thereto.

(c) A copy of the Articles and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current Rules and Regulations of the Association.

(f) The minutes of all meeting of the Board of Directors and of the members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses and Townhome Unit identifications

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreements, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of one (1) year

(j) The financial and accounting records of the Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary described in Section 720.601

(l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association

8.3 To the extent permitted under applicable Florida law, the Association may adopt reasonable rules governing the frequency, time, location, notice, and manner of such inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.

Section 9. Rules and Regulations

The Board of Directors may adopt Rules and Regulations or amend, modify or rescind existing Rules and Regulations for the operation and use of the Common Areas; provided such Rules and Regulations are not inconsistent with the Declaration or Articles. To the extent required by applicable law, copies of any Rules and

Regulations promulgated, modified, amended or rescinded shall be mailed or delivered to all Members at the address for giving notices to such Member as provided in Section 3.4 hereof and shall not take effect until forty-eight (48) hours after such mailing or delivery. Notwithstanding the foregoing, where Rules and Regulations are to regulate the use of specific portions of the Common Areas such rules and regulations may be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of this Association when not in conflict with the Declaration, the Articles, or these Bylaws.

Section 11. Amendments of the Bylaws

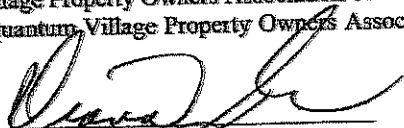
Prior to the Turnover Date, the Class B Member shall have the right to amend, change, delete or add to these Bylaws at any time and from time to time as it deems appropriate, without the joinder or consent of any Person whatsoever so long as the same does not materially and adversely affect the rights of Owners or Institutional First Mortgagees. The Class B Member's right to amend under this provision is to be construed as broadly as possible. In the event that the Association shall desire to amend these Bylaws prior to the Turnover Date, the Association must first obtain the Class B Member's prior written consent to any proposed amendment. After the Turnover Date, these Bylaws may be amended, changed, deleted or added to upon the affirmative vote of the Owners of at least seventy-five percent (75%) of the Townhome Units present in person or by proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or who have acted by written response in lieu of a meeting; provided that so long as the Developer or its affiliates is the Owner of any Townhome Unit affected by these Articles, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, adversely affects its interest. Any amendment approved as required hereby shall be transcribed and shall be filed and/or maintained in the records of the Association to the extent required by applicable law.


Section 12. Interpretation

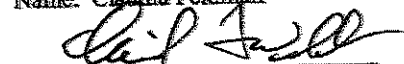
In the event of a conflict between the Bylaws and the provisions of the Articles and/or the Declaration, the provision in the Articles and/or Declaration shall control.

The foregoing Bylaws of Canterbury at Quantum Village Property Owners Association of Palm Beach, Inc. have been adopted by all of the Directors of Canterbury at Quantum Village Property Owners Association of Palm Beach, Inc.

Dated: _____


Name: Diana Ibarria


Name: Claudia Feldman


Name: David Webber

CERTIFIED BY:


Name: David Webber, Secretary

APPROVED BY:



Name: Diana Ibarria, President

EXHIBIT D

SFWMD PERMIT



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
SURFACE WATER MANAGEMENT
GENERAL PERMIT NO. 50-01503-S-29
DATE ISSUED: May 9, 2003**

Form #0942
08/95

PERMITTEE: WESTBROOKE COMPANIES INC
9350 SUNSET DR STE 100
MIAMI, FL 33173

PROJECT DESCRIPTION: Modification of a surface water management system to serve a 15.61 acre residential development known as Quantum Village.

PROJECT LOCATION: PALM BEACH COUNTY, SEC 16,17 TWP 45S RGE 43E

PERMIT DURATION: See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code

This is to notify you of the District's agency action concerning Permit Application No. 030107-13 dated January 7, 2003. This action is taken pursuant to Rule 40E-1.606 and Chapter 40E-40, Florida Administrative Code (F.A.C.)

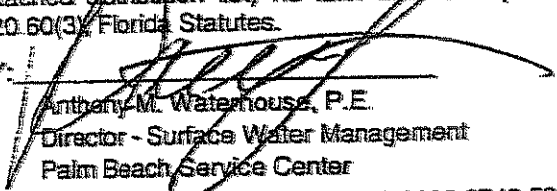
Based on the information provided, District rules have been adhered to and a Surface Water Management General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 Standard Limiting Conditions (See Pages : 2 - 3 of 4).
3. the attached 9 Special Conditions (See Pages : 4 - 4 of 4) and
4. the attached 11 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 9th day of May, 2003, in accordance with Section 120.60(3), Florida Statutes.


Anthony M. Waterhouse, P.E.
Director - Surface Water Management
Palm Beach Service Center

Certified mail number 7000 1530 0000 2749 5348

STANDARD LIMITING CONDITIONS

1. The permittee shall implement the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during the construction period, including full compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters.
2. Water quality data for the water discharged from the permittee's property or into surface waters of the State will be submitted to the District as required by Section 5.9, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District". Parameters to be monitored may include those listed in Chapter 62-302, F.A.C. If water quality data is required, the permittee shall provide data on volumes of water discharged, including total volume discharged during the days of sampling and total monthly discharges from the property or into surface waters of the State.
3. This permit shall not relieve the permittee of any obligation to obtain necessary federal, State, local or special district approvals.
4. The operation phase of this permit will not become effective until the District's acceptance of certification of the completed surface water management system. The permittee shall request transfer of the permit to the responsible operation entity accepted by the District, if different from the permittee. The transfer request can be submitted concurrently with the construction completion certification.
5. All road elevations shall be set in accordance with the criteria set forth in Section 6.5, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District".
6. All building floor elevations shall be set in accordance with the criteria set forth in Section 6.4, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District".
7. Off-site discharges during construction and development will be made only through the facilities authorized by this permit.
8. A permit transfer to the operation phase shall not occur until a responsible entity meeting the requirement in Section 9.0, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District" has been established to operate and maintain the system. The entity must be provided with sufficient ownership or legal interest so that it has control over all water management facilities authorized herein.
9. The permit does not convey to the permittee any property rights or privileges other than those specified in the permit and Chapter 40E-4, F.A.C.
10. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the permit.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Within 30 days of issuance of this permit, the permittee or authorized agent shall notify the District (via the supplied construction commencement notice or equivalent) of the actual or anticipated construction start date and the expected completion date.
13. When the duration of construction exceeds one year, the permittee or authorized agent shall submit

STANDARD LIMITING CONDITIONS

construction status reports on an annual basis (via the supplied annual status report or equivalent) beginning one year after the initial commencement of construction

14. Within 30 days after completion of construction of the surface water management system, the permittee or authorized agent shall file a written statement of completion and certification by a Florida registered professional engineer. These statements must specify the actual date of construction completion and must certify that all facilities have been constructed in substantial conformance with the plans and specifications approved by the District (via the supplied construction completion/certification or equivalent). The construction completion certification must include, at a minimum, existing elevations, locations and dimensions of the components of the water management facilities. Additionally, if deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. Within 30 days of any sale, conveyance or other transfer of any of the land which is proposed for development under the authorization of this permit, the permittee shall notify the District of such transfer in writing via either Form 0483, Request for Permit Transfer, or Form 0920, Request for Transfer of Surface Water Management Construction Phase to Operation Phase (to be completed and submitted by the operating entity), in accordance with Sections 40E-1 6105 AND 40E-4.351, F.A.C..
16. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.
17. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
18. It is the responsibility of the permittee to insure that adverse off-site water resource related impacts do not occur during construction.
19. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C..

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on May 9, 2008
2. Operation of the surface water management system shall be the responsibility of QUANTUM C.D.D. (PRIMARY), H.O.A. (SECONDARY). Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the recorded deed restrictions, (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
8. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
9. All special conditions and exhibits previously stipulated by permit number 50-01503-S remain in effect unless otherwise revised and shall apply to this modification

RULES AND REGULATIONS

FOR

CANTERBURY

Community living requires that each owner regulate the occupancy and use of his/her Townhome Unit and the Common Areas so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his/her Townhome Unit. With this in mind, certain initial rules and regulations have been established by CANTERBURY AT QUANTUM VILLAGE PROPERTY OWNERS ASSOCIATION OF PALM BEACH, INC. (the "Association") to protect each owner's right to the quiet enjoyment of his/her property. These Rules and Regulations are as follows:

1. Each owner, at his/her own expense, shall maintain in good condition and repair his/her Townhome Unit and all interior surfaces within or surrounding his/her Townhome Unit (such as the surfaces of the walls, ceilings, floors), and maintain and repair fixtures, including the air conditioning system and all appliances in his/her Townhome Unit.
2. Due to possible mildew and mold issues, each owner shall be required to run all air conditioning systems within the Townhome Unit daily or otherwise vent the Townhome Unit. Each owner shall be required to change all air conditioning filters on a monthly basis.
3. All Townhome Units shall be used only for residential purposes, as a single family private dwelling for the owner, the members of his/her family and social guests and for no other purposes. Townhome Units may not be used for business use or for any commercial use whatsoever except for a home office with no business traffic.
4. One pet, which may be only a small caged bird, a cat or a dog, twenty five (25) pounds or under, may be kept in a Townhome Unit. No pets shall be permitted on any portion of the Property (other than a Townhome Unit) unless leashed or caged, as appropriate, and pets shall be walked only on portions of the Property designated by the Association. No pets shall be permitted in any recreation area at any time. Any owner who keeps a pet shall hold the Association harmless against any and all claims, debts, demands, obligations, costs and expenses which may be sustained or asserted against the Association or the board of directors because of acts of any such pet committed in or about the Property, and the owner will be responsible for repair of all damage caused by such pet.
5. Common Areas shall not be obstructed, littered, defaced or misused in any manner.
6. No structural changes or alterations shall be made in any Townhome Unit, except upon approval, in writing, by the Board of Directors of the Association and the approval of the institutional first mortgagee, if any, encumbering said Townhome Unit.
7. No owner or occupant of a Townhome Unit shall post any advertisement or posters of any kind in or on their Townhome Unit or the Property except as authorized, in writing, by the Board of Directors of the Association.
8. No clothes line or similar devices shall be allowed on any portion of the Property by any person, firm or corporation without the written consent of the Board of Directors of the Association. No rugs, etc., may be dusted from the windows of the Townhome Units. Rugs, etc., may only be cleaned within the Townhome Units and not in any other portion of the Property. All garbage and trash shall be deposited in the locations designated.

9. Owners and occupants of the Townhome Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers or other loud speakers in said Townhome Unit so as not to disturb the other persons and parties occupying other Townhome Units. They shall not operate or permit to be operated a phonograph, radio, television or other loud speaker in any Townhome Unit between the hours of 11:00 o'clock p.m. and the following 8:00 o'clock a.m., if the same shall disturb or annoy other occupants of the community.

10. No owner or occupant of a Townhome Unit shall install wiring for electrical or telephone installations, nor install any type of television antennas, machines or air conditioning equipment, etc., except as authorized, in writing, by the Board of Directors of the Association.

11. No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any Townhome Unit or storage area, except such as required for normal household or permitted business use.

12. Attic access is only for maintenance and service personnel authorized by the Association.

13. Waterbeds are not to be permitted without the prior written approval of the Association.

14. The Association may levy reasonable fines against a Townhome Unit for the failure of the owner of the Townhome Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or these or other rules of the Association. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Townhome Unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Townhome Unit owners. If the committee does not agree with the fine, the fine may not be levied. Each owner shall also be liable for any damage done by such owner or owner's tenant to any Townhome Units or Common Area and will be responsible for all attorneys fees incurred by the Association in collection for the cost of such damage.

CFN 20050747303
OR BK 19631 PG 0225
RECORDED 12/07/2005 10:29:10
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0225 - 228; (4pgs)

This instrument prepared by
and when recorded return to:

White & Case LLP
200 South Biscayne Blvd.
Suite 4900
Miami, Florida 33131
Attn: Steven I. Vainder, Esq.

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR CANTERBURY**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR CANTERBURY (this "First Amendment") is made as of the 30th day of November, 2005, by WESTBROOKE HOMES, a Florida general partnership (the "Developer").

WITNESSETH:

WHEREAS, the Developer previously executed that certain Declaration of Covenants, Restrictions and Easements for Canterbury (the "Declaration," capitalized terms used, but not otherwise defined, herein will have the meaning set forth in the Declaration);

WHEREAS, the Declaration is recorded in Official Records Book 18453, page 825 of the Public Records of Palm Beach County, Florida, and encumbers the property described as Exhibit "A" hereto (the "Property"); and

WHEREAS, pursuant to the authority granted in Section 16.1 of the Declaration, the Developer desires to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration for the premises and for Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Original Declaration as follows:

1. The last sentence of Section 8.2 of the Declaration is hereby deleted and is replaced with the following:

The Association may, but shall not be obligated to, perform, or cause to be performed, any required maintenance of party walls, shared fences, the roofs, facias and soffits, and the exterior maintenance and painting of the Townhome Units, if, in the discretion of the Board of Directors, such maintenance is necessary or appropriate to maintain the uniform appearance of the community, in which case the cost thereof will be assessed solely against the Owner(s) affected thereby. Moreover, the Association may, but shall not be obligated to, collect reserves for, and perform, or cause to be performed, the replacement of the roofs of the Townhome Units after the expiration of the useful life thereof.

2. Section 13.1 is hereby replaced with the following:

Common Areas. The Association shall keep the Common Areas (and all improvements, facilities and fixtures located thereon) insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association (or for which the Association has maintenance responsibility), against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Areas shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Subject to the

provisions of Article 12 of this Declaration, insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Assessments made by the Association. To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: (i) agreed amount and inflation guard, (ii) demolition costs, (iii) contingent liability from operation of building laws and (iv) increased costs of construction. All insurance policies shall contain standard mortgagee clauses, if applicable. The Association shall also maintain flood insurance on the insurable improvements in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

3. Section 13.5 is hereby replaced with the following:

Townhome Units. The Owners shall be responsible for maintaining insurance on their respective Townhome Units and any property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith. In no event shall the Developer or the Association be responsible for, or obligated to obtain or maintain, insurance for the Townhome Units or any other property of the Owners owned, maintained, stored or held therein, thereon or in connection therewith.

4. Except as modified or amended by this First Amendment, the terms and provisions of the Declaration are hereby ratified and confirmed

EXECUTED as of the date first above written

Witnessed by:

WESTBROOKE HOMES, a Florida general partnership

By: Westbrooke Companies, a Delaware corporation, its general partner

By: Diana Ibarria, President

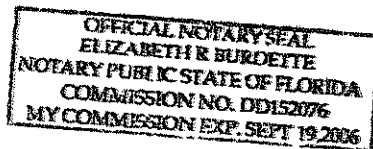
Alexander Ruzman
Name: Alexander Ruzman
Christian Tulce
Name: Christian Tulce

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30 day of November, 2005, by Diana Ibarria, as President of Westbrooke Companies, a Florida corporation, the general partner of WESTBROOKE HOMES, a Florida general partnership, on behalf of said corporation and partnership. She is personally known to me.

Elizabeth R. Buroette
Name: _____
Notary Public, State of Florida
Commission No. _____

My commission expires:



**CANTERBURY AT QUANTUM VILLAGE
LAND DESCRIPTION**

BEING LOT 88 AND A PORTION OF LOTS 83, 84, 86, 87 AND 89B, "QUANTUM PARK AT BOYNTON BEACH, P.L.D. PLAT NO. 8", PLAT BOOK 57, PAGES 196 AND 197, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA;
 THENCE SOUTH 00°39'00" EAST, ON THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 1311.33 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE HALF (S1/2) OF THE NORTHEAST ONE QUARTER (NE1/4) OF SAID SECTION 17;
 THENCE SOUTH 89°12'27" WEST, ON THE NORTH LINE OF SAID SOUTH ONE HALF (S1/2) OF SAID NORTHEAST ONE QUARTER (NE1/4) OF SAID SECTION 17, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 88, SAID POINT ALSO BEING THE POINT OF BEGINNING;
 THENCE SOUTH 89°12'27" WEST ALONG THE NORTH LINE OF SAID LOT 88, A DISTANCE OF 364.01 FEET;
 THENCE SOUTH 00°31'11" WEST ALONG THE WEST LINE OF SAID LOT 88, A DISTANCE OF 396.48 FEET;
 THENCE SOUTH 12°02'41" WEST ALONG THE SAID WEST LINE OF LOT 88 AND ALONG THE WEST LINE OF SAID LOT 87 AND ALONG THE WEST LINE OF SAID LOT 83, A DISTANCE OF 415.97 FEET;
 THENCE NORTH 90°00'00" EAST, A DISTANCE OF 735.81 FEET;
 THENCE NORTH 73°35'59" EAST, A DISTANCE OF 313.44 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGH RIDGE ROAD AS SAME IS SHOWN ON SAID PLAT NO. 8, SAID WESTERLY RIGHT OF WAY LINE ALSO BEING A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 466.00 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 62°11'30" WEST; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°26'12", A DISTANCE OF 304.48 FEET TO THE POINT OF TANGENCY; THENCE NORTH 65°14'43" WEST, CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 550.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°34'56", A DISTANCE OF 619.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.612 ACRES, MORE OR LESS

TOGETHER WITH:**PARCEL 2:**

A PARCEL OF LAND SITUATE IN SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LOT 89-B, "QUANTUM PARK AT BOYNTON BEACH, P.L.D., PLAT NO. 8", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 57, PAGES 196 THROUGH 197, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT THE NORTHEAST CORNER OF LOT 89-A;