



CFN 20100004033
OR BK 23626 PG 1492
RECORDED 01/05/2010 14:30:22
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1492 - 1576; (85pgs)

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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR MIRABELLA AT MIRASOL AND THE BYLAWS OF
MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MIRABELLA AT MIRASOL were recorded in the Public Records of Palm Beach County, Florida in
Official Records Book 14441 at Page 1671 and the BYLAWS OF MIRABELLA AT MIRASOL
HOMEOWNERS' ASSOCIATION, INC. were attached as Exhibit "B" thereto and recorded at ORB
14441 at Page 1737 of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed meeting of the membership of Mirabella at Mirasol
Homeowners' Association, Inc., a Florida, not-for-profit corporation held on November 30, 2009, the
aforementioned Declaration and Bylaws were amended and restated pursuant to the provisions
thereof.

NOW THEREFORE, the undersigned hereby certify that the attached Amended and
Restated Declaration and Bylaws are true and correct copies of those approved by the membership.

WITNESS my signature hereto this 9th day of December, 2009 at Palm Beach
Gardens, Palm Beach County, Florida.

Mirabella at Mirasol Homeowners' Association, Inc.

Witness 1: L. Ware Conn

Print Witness 1 Name:
L. Ware Conn

Witness 2: Gina Guevarra

Print Witness 2 Name:
Gina Guevarra

By: Sheldon J. Rich
Sheldon J. Rich, as President

Attest: [Signature]
as Secretary

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR MIRABELLA AT MIRASOL AND THE BYLAWS OF
MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.

Page 2 of 2

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 9th day of December, 2009 before me personally appeared Sheldon J. Rich and Glenn Lugosi, the President and Secretary respectively, of the foregoing corporation, known to me personally to be such, and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided _____ as identification and did take an oath. In the absence of an indication of a type of proof, they are personally known to me.

My Commission Expires:

Florence A. Allain
Notary Public

Print Notary Name:

NOTARY PUBLIC-STATE OF FLORIDA
Florence A. Allain
Commission # DD593968
Expires: SEP 11, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

This instrument prepared by,
and after recording return to:

(Space reserved for Clerk of Court)

Name: Brian J. Sherr, Esq.
Address: Greenberg Traurig, P.A.
515 East Las Olas Boulevard
Suite 1500
Fort Lauderdale, Florida 33301

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

MIRABELLA AT MIRASOL

TABLE OF CONTENTSPage

ARTICLE 1.	DEFINITIONS AND INTERPRETATION.....	1
ARTICLE 2.	PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO AND WITHDRAWALS THEREFROM; CLUB COVENANTS	4
2.1.	Legal Description	4
2.2.	Supplements	4
2.3.	Withdrawal	4
2.4.	Plan of Development	5
2.5.	Club Covenants	5
ARTICLE 3.	MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION	5
3.1.	Membership.....	5
3.2.	Voting Rights	5
3.3.	General Matters	6
3.4.	Notification.....	6
3.5.	Dissolution	6
3.6.	Applicability of Declaration after Dissolution	6
3.7.	Litigation	6
ARTICLE 4.	PROPERTY RIGHTS IN THE COMMON PROPERTIES; OTHER EASEMENTS	6
4.1.	Members Easements.....	6
4.2.	Easements Appurtenant.....	8
4.3.	Common Properties Maintenance	8
4.4.	Expenses.....	8
4.5.	Utility Easements, Community Systems, Common Properties and Lots/Homes	8
4.6.	Roadway and Access Easements.....	9
4.7.	Drainage Easements	9
4.8.	Club Easements	9
4.9.	Ownership of Common Properties	9
4.10.	Community Systems	10
4.11.	Easement for Encroachments	11
4.12.	Special Maintenance Easement	11
4.13.	Additional Construction	13
4.14.	Neighborhoods	13
4.15.	Paramount Right of Declarant.....	13
4.16.	Public Facilities	14
4.17.	Right to Contract for Telecommunications Services.....	14
4.18.	Restoration	14
ARTICLE 5.	COVENANT FOR MAINTENANCE ASSESSMENTS	14
5.1.	Creation of the Lien and Personal Obligation of the Assessments.....	14
5.2.	Purpose of Assessments	15
5.3.	Special Assessments	15
5.4.	Capital Improvements	15
5.5.	Date of Commencement of Annual Assessments; Due Dates.....	16
5.6.	Duties of the Board of Directors	16
5.7.	Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association	16
5.8.	Subordination of the Lien.....	17
5.9.	Effect on Declarant.....	17
5.10.	Assessment for Capital Payments	18
5.11.	Association Funds	18
5.12.	Neighborhood Assessments	18
5.13.	Club Charges	18
5.14.	Street Lighting.....	18
ARTICLE 6.	MAINTENANCE OF HOMES AND LOTS	19
6.1.	Homes.....	19
6.2.	Lots.....	19
6.3.	Irrigation.....	19

6.4.	Subdivision and Regulation of Land	19
6.5.	Remedies for Noncompliance	20
6.6.	Costs of Remedial Work; Surcharges	20
6.7.	Right of Entry	20
6.8.	Limited Exemption	20
6.9.	Title Documents	20
6.10.	Maintenance Agreement	21
ARTICLE 7.	CERTAIN RULES AND REGULATIONS	21
7.1.	Applicability	21
7.2.	Obstruction of Common Properties	21
7.3.	Assumption of Risk	22
7.4.	Owner's Obligations to Indemnify	22
7.5.	Land Use and Building Type	22
7.6.	Construction Activity	22
7.7.	Opening Blank Walls; Removing Fences	22
7.8.	Easements	23
7.9.	Nuisances	23
7.10.	Temporary Structures; Other Outdoor Equipment	23
7.11.	Signs	23
7.12.	Pets, Livestock and Poultry	23
7.13.	Visibility at Intersections	24
7.14.	Architectural Control	24
7.15.	Community Standards	26
7.16.	Commercial Trucks, Trailers, Campers and Boats	26
7.17.	Parking on Common Properties and Lots/Garages	26
7.18.	Garbage and Trash Disposal	26
7.19.	Fences; Walls and Hedges	27
7.20.	No Drying	27
7.21.	Home Air Conditioners and Reflective Materials	27
7.22.	Exterior Antennas	27
7.23.	Lakes and Waterbodies	27
7.24.	Storage	28
7.25.	Boat Storage	28
7.26.	Valet Parking	28
7.27.	Security Guards	28
7.28.	Servants	28
7.29.	Motor Vehicles	28
7.30.	Members' Permittees	28
7.31.	Disturbance of Littoral Zone Plantings	28
7.32.	Variances; Exceptions	29
7.33.	Home Office	29
7.34.	Extended Vacation and Absences	29
7.36.	Variances; Exceptions	29
7.37.	Applicability to Builders	30
7.38.	Additional Rules and Regulations	30
ARTICLE 8.	RESALE AND LEASE RESTRICTIONS	30
8.1.	Resale	30
8.2.	Leases	30
ARTICLE 9.	ENFORCEMENT	30
9.1.	Compliance by Lot Owners	30
9.2.	Enforcement	31
9.3.	Fines	31
ARTICLE 10.	INSURANCE	31
10.1.	Common Properties	31
10.2.	Replacement or Repair of Property	32
10.3.	Waiver of Subrogation	32
10.4.	Liability and Other Insurance	32
10.5.	Insurance for Homes	32
ARTICLE 11.	DAMAGE OR DESTRUCTION TO INSURED PROPERTIES	33
11.1.	Casualty	33
11.2.	Casualty to a Home	33
11.3.	Standard of Work for Home Casualty	34

11.4.	Additional Rights of Association for Home Casualty	34
11.5.	Association Has No Liability for Home Casualty	34
ARTICLE 12.	MORTGAGEE PROTECTION	34
ARTICLE 13.	GENERAL PROVISIONS	35
13.1.	Duration	35
13.2.	Notice	35
13.3.	Enforcement	35
13.4.	Severability	35
13.5.	Ratification	35
13.6.	Amendment	36
13.7.	Effective Date	36
13.8.	Conflict	36
13.9.	Standards for Consent, Approval, Completion, Other Action and Interpretation	36
13.10.	Easements	36
13.11.	Construction Activities	36
13.12.	Expansion and Modification of Off-Site Roadways and Utilities Thereon	37
13.13.	Notices and Disclaimers as to Community Systems	38
13.14.	Notices and Disclaimers as to Water Bodies	38
13.15.	Dining Club on Adjacent Parcel	39
13.16.	Certain Reserved Rights of Declarant with Respect to Community Systems	39
13.17.	Disclaimer of Warranties	40
13.18.	Liability of the Association	40
13.19.	Waiver of Jury Trial	40
13.20.	Interlocal/School Agreement	41
13.21.	Seacoast Utility Authority Wastewater Treatment Plant	41
13.22.	Covenants Running With The Land	42
13.23.	Litigation	42
13.24.	North County Airport	42
13.25.	Thoroughfares	42
13.26.	Water Levels	42
ARTICLE 14.	ADDITIONAL RIGHTS OF DECLARANT	43
14.1.	Sales Office	43
14.2.	Promotional Events	43
14.3.	Modification	43
14.4.	Use by Prospective Purchasers	43
14.5.	Franchises	43
ARTICLE 15.	MASTER ASSOCIATION	43
15.1.	Master Declaration	43
15.2.	Membership in Master Association	44
15.3.	Notice to the Master Association	44
15.4.	Priority of the Master Association / Association	44
15.5.	Budgets	44
15.6.	Approval of Association Documents	44
15.7.	Enforcement of Association Documents	44
15.8.	Dispute Resolution	44
ARTICLE 16.	IRRIGATION	44
16.1.	Installation	44
16.2.	Maintenance of Irrigation System	44
16.3.	Irrigation Service	44
16.4.	Irrigation Charges	45
16.5.	Source of Water	45
16.6.	Owner's Obligation	45
16.7.	Odors and Stains	45
16.8.	Connection to Certain Lot Owner's Irrigation Systems	45
ARTICLE 17.	NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT DISCLOSURE OF TAXING AUTHORITY	45

TABLE OF CONTENTS

Page

EXHIBITS

- Exhibit "A" - Articles of Incorporation of Mirabella Homeowners' Association, Inc.
- Exhibit "B" - By-Laws of Mirabella Homeowners' Association, Inc.
- Exhibit "C" - Legal Description
- Exhibit "D" - Rules and Regulations
- Exhibit "E" - Maintenance Areas
- Exhibit "F" - Club Covenants

**AMENDED AND RESTATED BY-LAWS
OF THE
MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.**

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE 1.

DEFINITIONS

Section 1.1 "Association" shall mean and refer to MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 1.2 "Mirabella" shall mean and refer to Mirabella as defined in the Declaration (the "Declaration") described in the Articles of Incorporation of the Association.

Section 1.3 "Lot Owner" shall mean and refer to Lot Owner as defined in the Declaration.

Section 1.4 "Member" shall mean and refer to all those Lot Owners who are Members of the Association as provided in Article 4 of the Articles of Incorporation of the Association.

Section 1.5 All other definitions from the Declaration are incorporated herein by this reference.

ARTICLE 2

BOOKS AND PAPERS

Section 2.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE 3

MEMBERSHIP

Section 3.1 Membership of the Association is as set forth in Article 4 of the Articles of Incorporation of the Association.

Section 3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association as well as all assessments levied by the

Master Association and collected by the Association on its behalf, the obligation of which assessments is imposed against each Lot Owner of, and becomes a lien upon, that portion of Mirabella against which such assessments are made as provided in the Declaration.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1 The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The Board of Directors shall consist of not less than three (3) persons and not more than five (5) persons, except that the Board may consist of up to six (6) persons during the period stated in Article 6, Section 3 of the Articles of Incorporation (which provides that the Board of Directors may consist of up to six (6) persons during the period of time the Declarant holds for sale in the ordinary course of business not less than five percent (5%) of the Lots). The election shall be decided by plurality vote of all Members present in person or by proxy at the annual meeting. Without limiting other permissible methods by which a Member may be nominated as a candidate for the Board of Directors, a Member may be nominated (by himself or herself or by another Member) as a candidate for the Board of Directors at a meeting in which the election of Directors is to be held."

Section 4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause in the manner provided in Chapter 720, Fla. Stat (2008) or as thereafter amended from time to time. .

Section 4.3 The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Palm Beach County, Florida, and at any time.

Section 4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Members, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty- eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments. Beginning with the first complete fiscal year immediately following October 1, 2006, the Board of Directors shall meet at least eight (8) times per fiscal year (inclusive of the annual meeting described in Section 4.3 hereof)."

Section 4.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

Section 4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

Section 4.9 The Directors of the Association have a fiduciary duty to the Members.

Section 4.10 STAGGERED TERMS At each election, each director shall be elected to serve a staggered term of two years. In the event that a vacancy occurs on the Board for any reason, the remaining directors shall fill the vacancy and each appointed director shall serve for the remaining term of the vacancy being filled. If more than one vacancy is being filled and the terms of the vacated seats differ, the motion to fill each vacant seat shall specifically indicate which vacant seat each appointee is intended to fill. In the event that any circumstances result in a Board where all directors' terms will expire simultaneously, a staggered board shall be reestablished at the next election. At that election, those three candidates who receive the highest number of total votes shall serve two year terms and the other two elected directors shall serve one year terms. If a tie occurs which calls into question which elected director shall serve for two years and which shall serve only a one year term, those tied directors shall draw lots to determine which shall serve a two year term and which shall serve a one year term.

ARTICLE 5

OFFICERS

Section 5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. Certain duties may be assigned to a third-party property manager that may be retained from time to time by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is appointed, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

Section 5.4 The officers of the Association have a fiduciary duty to the Members.

ARTICLE 6

MEETINGS OF MEMBERS

Section 6.1 The regular annual meeting of the Members shall be held every twelve (12) months at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

Section 6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the

Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

Section 6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least seven (7) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided. Notice of an annual meeting need not set forth the nature of the business to be transacted. Notice of a special meeting, however, must include a description of the purpose or purposes for which the meeting is called.

Section 6.4 The presence in person or by proxy at the meeting of Members entitled to cast twenty five (25) percent of the votes of the Lot Owners shall constitute a quorum for any action governed by these By Laws and other governing documents of the Association. Unless a greater percentage is expressly required elsewhere in the governing documents, decisions of the Members entitled to vote shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member or the person designated in a voting certificate signed by the Member as the person authorized to cast the vote attributable to such Lot, and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxyholder may appoint, in writing, a substitute to act in the proxyholder's place.

Section 6.6 Any Member may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

Section 6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By Laws; provided, however, that a strict or technical reading of said Roberts' Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

ARTICLE 7

AMENDMENTS

Section 7.1 These By Laws may be amended, at a regular or special meeting of the Members, by a vote of a **majority** of Members present, entitled to vote, and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration.

Section 7.2 In case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; and in case of any conflict between the Declaration and these By Laws, the Declaration shall control.

ARTICLE 8

OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Properties or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By Laws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments and/or supplements thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Members, their mailing addresses and Lot identifications;

- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, maintenance agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one (1) year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
 - (l) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (m) A current account and a periodic statement of the account for each member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due.
 - (n) All tax returns, financial statements and financial records of the Association; and
 - (o) Any other records that identify, measure, record or communicate financial information.

ARTICLE 9

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

Section 9.1 Except as to annual financial reports, in Section 9.5, ante, concerning which publication and dissemination remain otherwise governed by Law, the official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By Laws and any rules to ensure their availability to

Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

Section 9.2 The fiscal year of the Association shall be a twelve month period to be determined by the Board of Directors, but may be unilaterally determined by the Declarant until Class B membership ceases.

Section 9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

Section 9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

Section 9.5 The Association shall prepare an annual complete financial report within one hundred, twenty (120) days following the close of each fiscal year of the Association of the actual, total receipts of mandatory maintenance or amenity fees received by it, and an itemized listing of the expenditures made by it from such fees, for that year. Such report shall be made public by mailing it to each Lot or Parcel Owner in the Association, by publishing it in a publication regularly distributed within the Association, or by posting it in prominent locations within the Association premises. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION (the "Declaration") AMENDS AND RESTATES that original Declaration recorded on November 26, 2002 at Official Records Book 14441 at Page 1671 of the Public Records of Palm Beach County, Florida which declared that "Mirabella" (as hereinafter defined) is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens therein set forth and as amended.

ARTICLE 1.

DEFINITIONS AND INTERPRETATION

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

- 1.1. "Architectural Review Committee" or "ARC" shall mean and refer to **the** Architectural Review Committee of the Association.
- 1.2. "Articles" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a true copy of which is set forth as Exhibit "A" hereto, and incorporated herein by this reference; as such Articles may be amended from time to time.
- 1.3. "Association" shall mean and refer to MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit.
- 1.4. "Board" or "Board of Directors" shall mean the Board of Directors for the Association, as more particularly described in the Articles of Incorporation for the Association. All agents, representatives, independent contractors, or other designees of the Board shall be called "Board Permittees."
- 1.5. "Builder" shall mean and refer to a party, if any, acquiring one or more Lots from Declarant for the purpose of constructing thereon a single family home for "retail" sale. In the event of any doubt or conflict as to whether any party is a Builder hereunder, a written statement from Declarant regarding same shall be binding and conclusive.
- 1.6. "By Laws" shall mean the By Laws of the Association, which have been adopted by the Board, a true copy of which is set forth as Exhibit "B" attached hereto and incorporated herein by this reference, as such By Laws may be amended from time to time.

- 1.7. "City" shall mean the City of Palm Beach Gardens, Florida.
- 1.8. "Club" shall mean Mirabella Club, including the land and club facilities provided for the Owners pursuant to the provisions of Club Covenants.
- 1.9. "Club Charges" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Covenants including, without limitation, the Club Fee.
- 1.10. "Club Covenants" shall mean Mirabella Club Covenants, together with all amendments and modifications thereof. A copy of the Club Covenants is attached hereto as Exhibit "F" and made a part hereof. This Declaration is subordinate in all respects to the Club Covenants.
- 1.11. "Club Fee" shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Covenants.
- 1.12. "Club Manager" shall mean the entity operating and managing the Club at any given time. As provided in the Club Covenants, Association may, at the direction of Club Owner, be required to act as Club Manager from time to time.
- 1.13. "Club Operating Costs" shall have the meaning set forth in the Club Covenants.
- 1.14. "Club Owner" shall mean the owner of the Club, its grantees and assigns as more fully set forth in the Club covenants. Presently the Club Owner is Declarant.
- 1.15. "Common Properties" shall mean and refer to all property including any fixtures or improvements thereon owned, leased or the use of which has been granted to the Association by Declarant as well as all property designated as Common Properties in any future recorded supplemental declaration or any portion of a plat or replat of Mirabella dedicated to or reserved for the Association; together with the landscaping and any improvements thereon, including, without limitation, all private roadways and pedestrian walkway areas, structures, surface water management systems, recreational facilities, open space, green areas, walkways, sprinkler systems and street lights, perimeter privacy wall, guardhouse, entry gates, if any, entry features, but excluding any public utility installations thereon not owned by the Association, and any other property of Declarant used in connection with the construction, development and marketing of Mirabella (i.e., sales office furnishings and equipment, and construction vehicles and supplies). Each Lot Owner shall be deemed to accept title to the Lot, subject to the easements reserved in the Plat, any other plat affecting title to Mirabella and herein reserved over the Common Properties. Declarant may, from time to time by supplemental declaration, for as long as it owns any property within Mirabella, add or withdraw Common Properties from the jurisdiction of this Declaration pursuant to Section 2.3 below, whereupon such property shall no longer constitute a portion of the Common Properties. In the event that the Association accepts an easement or similar grant over, under or through any portion of Mirabella or any

property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Properties for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant. The Common Properties do not include any portion of a Home or the Club.

- 1.16. "Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the Board or ARC ; and if by the latter, only after prior approval by the Board, including without limitation, the "Architectural Design Standards"("ADS")
- 1.17. "Community Systems" shall mean and refer to any and all natural gas supply system, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, Telecommunications Services, installation and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or pursuant to any grant of easement or authority by Declarant within Mirabella and serving more than one Lot.
- 1.18. "County" shall mean and refer to Palm Beach County, Florida.
- 1.19. "Declarant" shall mean and refer to Kenco Communities at Mirasol, Inc. a Florida corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder. In the event of any assignment hereunder, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it upon the assignee assuming in writing the rights assigned. Any assignment may be made on a nonexclusive basis. **As Declarant is not presently a party hereto, Turnover having previously occurred pursuant to Section 1.39, all subsequent references as to its rights and duties, except as a Lot Owner, shall be without further legal force and effect, without limitation.**
- 1.20. "Home" shall mean and refer to the individual residential structure and appurtenances thereto constructed on the Lot or Lots. A Home shall include, without limitation, a coach home, villa, townhouse unit, single family home and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

- 1.21. "Lot" shall mean and refer to any lot on the Plat, or any other plat of portions of Mirabella, less any portions thereof deemed Common Properties hereunder, which Plat or plats are designated by Declarant hereby or by any other recorded instrument to be subject to these covenants and restrictions, any lot shown upon any subdivision of any such plat, and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration, together with all structures and/or improvements thereon including, but not limited to, a Home.
- 1.22. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or an undivided interest therein to any Lot situated within Mirabella, including but not limited to Builders and the Declarant.
- 1.23. "Maintenance Agreement" shall mean that Maintenance Agreement dated April 17, 2002, by and between the Master Association, the Association, the Master Developer and the Declarant, a copy of which is on file and available for review at the Association office.
- 1.24. "Master Association" shall mean and refer to MIRASOL MASTER MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, its successors or assigns, which shall be the master property owners association for Mirasol, in accordance with the provisions of the Master Declaration, hereinafter defined.
- 1.25. "Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions for Mirasol recorded in the Public Records of Palm Beach County Florida, as amended or supplemented from time to time.
- 1.26. "Master Developer" shall mean the developer of the Mirasol master-planned community, TAYLOR WOODROW COMMUNITIES AT MIRASOL, LTD., a Florida limited partnership, its successors or assigns.
- 1.27. "Member" shall mean and refer to all those Lot Owners who are Members of the Association as provided in Article 3 hereof, as well as spouses permitted by 3.1, hereinafter, including Builders and the Declarant.
- 1.28. "Member's Permittee" shall mean and refer to a person described in Section 7.30 hereof.
- 1.29. "Mortgage Lender" shall mean and refer to a bank, savings and loan association, mortgage banker or company, pension fund, agency of the United States Government, Real Estate Investment Trust, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Declarant, or any other lender (or any successor or assign thereof) holding a first mortgage lien on a Lot(s) which is subject (i.e., subordinate) only to tax liens and secures an indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years.

- 1.30. "Mirabella" shall mean and refer to all such existing properties (as more particularly described in Exhibit "C" attached hereto and made a part hereof), and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth. Declarant may, when amending or modifying the description of real property which is subject to the operation of this declaration, also amend or modify the definition of Mirabella.
- 1.31. "Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term "Multichannel Video Programming Service" may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.
- 1.32. "Neighborhood" shall mean and refer to those Lots receiving additional services provided by the Association which are not provided to other Lots, on an exclusive basis (e.g., landscape maintenance).
- 1.33. "Plat" shall mean and refer to any plat or plats containing Lots and/or Common Properties located in Mirabella, or to be added to Mirabella in the future, which plat or plats may be recorded in the Public Records of the County individually or in phases.
- 1.34. "Premium Channels" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel.
- 1.35. "Telecommunications Provider" shall mean any party contracting with Association to (i) provide Lot Owners with one or more Telecommunications Services or (ii) to own, maintain and repair Telecommunications Systems allowing Telecommunications Services to be provided to Mirabella. Declarant may be a Telecommunications provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.
- 1.36. "Telecommunications Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, Basic Service and Premium Channels.

- 1.37. "Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Mirabella. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, electrical apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provisions of local exchange services and/or any other term appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).
- 1.38. "Title Documents" shall have the meaning set forth in Section 6.9 hereof.
- 1.39. Turnover" shall mean the time when the Declarant no longer elects a majority of directors of the Board, pursuant to the terms and conditions of Section 3.2.1 hereof. Turnover will be confirmed when Class A Members constitute a majority of the Board of Directors.
- 1.40. "Voting Member" shall mean and refer to the senior elected officer (e.g., President) of the Association, who shall be entitled to cast all votes attributable to Lots with respect to Master Association matters as provided in the Master Declaration.

ARTICLE 2.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO AND WITHDRAWALS THEREFROM; CLUB COVENANTS

- 2.1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described on Exhibit "C" attached hereto and made a part hereof, all of which real property (and all additions and improvements thereto and less any withdrawals therefrom) is herein referred to collectively as "Mirabella".
- 2.2. Supplements.

Declarant may (in Declarant's sole discretion) from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Lot Owners, the Association, or any mortgagee other than that of the land intended to be added to Mirabella) and thereby add same to Mirabella; provided, however, that any amendment or

supplement to this Declaration must be approved by the Master Association. To the extent that such additional real property shall be made a part of Mirabella as a common scheme, reference herein to Mirabella shall be deemed to reference all of such additional property where such reference is intended to include property other than that described in Section 2.1 above. Nothing herein, however, shall obligate the Declarant to add to the initial portion of Mirabella, to develop any such future portions under such common scheme, nor to prohibit Declarant from changing plans with respect to such future portions. All Lot Owners, by acceptance of a deed to or other conveyance of their Lots, thereby automatically consent to any such change, addition or deletion thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general automatic effect of this provision).

- 2.3. Withdrawal. Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of Mirabella then owned by the Declarant 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 in the plans for Mirabella desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Mirabella. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the then-owner(s) and mortgagee(s) of such land, which consent shall not be withheld. Notwithstanding the foregoing, no amendment that withdraws property from the provisions of this Declaration shall be recorded unless approved in writing by the County Attorney's office.
- 2.4. Plan of Development. The planning process for Mirabella is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant. Subject to the Title Documents, Declarant may wish and has the right to develop Mirabella and adjacent property owned by Declarant into residences, comprised of homes, villas, coach homes, duplex, townhomes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development (subject to existing zoning regulations). The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Mirabella finally developed.
- 2.5. Club Covenants. The Association and each Lot Owner, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference. Although the Club Covenants are an exhibit to this Declaration, the Club Covenants are subordinate and inferior to the Association Documents. In the event of any conflict between the Club Covenants and the Association Documents, the Association Documents shall control.

ARTICLE 3.

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 3.1. Membership. Every Lot Owner shall be a Member of the Association, including but not limited to Declarant and Builder, if any. Additionally, a grantor of a trust (as defined in Florida Statutes § 733.707(3)) or a beneficiary (as defined in Florida Statutes § 737.303(4)(b)) of a trust which has a record ownership interest in any Lot or Lots (but not merely as a security interest) shall be deemed a Member of the Association, provided said beneficiary occupies the Lot or Lots. In the event a married Member holds record ownership interest in a Lot solely in the Member's name (and not in the name of both the Member and his or her spouse), the Member's spouse shall be deemed a Member of the Association provided said spouse occupies the Home located on the Lot as a residence. The reference to a person who is not a record title holder to a Lot as a "Member" in this section, shall not confer any voting rights upon such person .

Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

- 3.2. Voting Rights.

- 3.2.1 The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all those Lot Owners as defined in Section 3.1 with the exception of the Declarant (as long as the Class B membership shall exist, and thereafter the Declarant shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 3.1. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but, subject only as provided in the following paragraph, in no event shall more than one (1) vote be cast with respect to any such Lot; *provided however*, that a Class A Member shall not be entitled to vote if his, or her, regular annual assessments are delinquent in excess of 90 days.

Class B. The Class B Member shall be the Declarant. As the transition of homeowners' association control from Declarant to Association has heretofore occurred, the Class B Member shall be entitled to one (1) vote, for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate no later than ninety (90) days after the last Lot within Mirabella has been sold and conveyed by the Declarant (or its affiliates) to

a Lot Owner other than Declarant or a Builder, contractor or other who purchases the Lot for the purpose of constructing improvements thereon for resale, or sooner at the sole and absolute discretion and election of the Declarant, whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association.

- 3.2.2 The senior elected officer of the Association (e.g., the President) shall serve as the Voting Member for Mirabella and shall cast all votes attributable to all Lots in Mirabella on all Master Association and Association matters requiring membership vote, unless otherwise specified in the Master Declaration and Community Declaration. The next most senior officer shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member. The Voting Member may cast all such votes as it, in its sole discretion, deems appropriate.
- 3.3. General Matters. When reference is made herein, or in the Articles, By Laws, rules and regulations of the Association, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given, and at which a quorum has been established).
- 3.4. Notification. Notwithstanding anything contained herein, every person or entity who is a Member of the Association shall notify the Association in writing at the time they become a record owner of a fee interest in any Lot and shall accompany such notice with a copy of the deed or other instrument conveying such fee interest. A Lot Owner shall not be entitled to vote until the Lot Owner gives such notification to the Association, but the Lot Owner shall be liable for assessments notwithstanding said notice requirement.
- 3.5. Dissolution. In the event the Association is terminated, shall no longer continue to exist, or is unable to perform its functions hereunder, the Master Association will have the right, but not the obligation, to maintain all Common Properties and is hereby authorized to assess Owners for the costs of such maintenance. In the event of dissolution of the Association and the inability or failure of the Master Association to assume responsibility for the maintenance of the Common Properties, any Owner may petition the Circuit Court in and for Palm Beach County, Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, Mirabella and Common Properties.
- 3.6. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Mirabella and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting assessments and the Club specified in this Declaration and/or the Club

Covenants. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for assessments and Club Charges to the extent that assessments and Club Charges are required to enable the successors or assigns of the Association and/or Club Owner to properly maintain, operate and preserve the Common Properties and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Fee shall survive the dissolution of the Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Mirabella which had been Common Properties and/or comprised just Club and continue to be so used for the common use and enjoyment of the Owner.

- 3.7 Litigation. After hearing as a listed agenda item at a special, or regularly scheduled meeting of the Board, and subject to Section 13.23, *ante*, the Board shall determine whether judicial proceeding shall be commenced or prosecuted by the Association, in any instance.

ARTICLE 4.

PROPERTY RIGHTS IN THE COMMON PROPERTIES; OTHER EASEMENTS

- 4.1. Members Easements. Each Member, and each Member's Permittee, licensees and guests shall have a nonexclusive permanent and perpetual easement over and upon the Common Properties for the intended use and enjoyment thereof in common with all other such Members and their Member's Permittees, licensees and guests in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of Mirabella from time to time recorded.
- (b) The right of the Declarant to permit such persons, as Declarant shall designate, to use the Common Properties and all recreational facilities thereon (if any).
- (c) The right of the Association, by a majority affirmative vote of both the entire Membership and the Board of Directors, to dedicate or convey portions of the Common Properties to any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create or contract with community development and other special taxing districts for lighting, roads, recreational services, security, transportation or communications and other similar purposes deemed appropriate

by the Association (to which such dedication or contract all Lot Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party, except the Declarant, being necessary).

(d) The use restrictions set forth herein and the right of the Association and/or the Master Association to adopt at any time, and from time to time, and to enforce rules and regulations governing, among other things, the use of the Common Properties and all facilities at any time situated thereon, including 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.

(e) The right of Declarant, the Master Developer, Master Association, Club Owner and/or the Association to grant permits, licenses and both general ("blanket") and specific easements over, under and through the Common Properties pursuant to this Declaration and/or the Master Declaration. Additionally, the Master Developer and the Declarant, so long as they have any ownership interest in any portion of Mirabella or so long as the Class B membership exists, whichever is later, the Master Association and the Association shall each have the right to grant such additional electric, sewer, water, telephone, gas, sprinkler, irrigation, cable television, maintenance or other easements, and to relocate any existing easement in any portion of Mirabella and to grant access easements and to relocate any existing access easements in any portion of Mirabella as the Declarant, the Master Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of Mirabella, or any portion thereof, or for the general health or welfare of the Lot Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

(f) The right of Declarant to withdraw certain property from Mirabella as is otherwise permitted herein.

(g) Without limiting any of the rights of Declarant, Master Developer and/or Master Association hereunder, the right of Declarant, Master Developer and/or Master Association from time to time to enter upon the Common Properties during periods of construction upon adjacent properties for the purpose of construction of any facilities on the Common Properties that Declarant and/or the Master Developer elect to build.

(h) The right of the Association and the Master Association to conduct such activities as may be required by the Association and the Master Association.

**WITH RESPECT TO THE USE OF THE COMMON PROPERTIES AND
MIRABELLA GENERALLY, ALL PERSONS ARE REFERRED TO ARTICLE 13,
SECTIONS 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 13.17, 13.19 and 13.20.**

- 4.2. Easements Appurtenant. The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Properties subject thereto.
- 4.3. Common Properties Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Properties (except that that certain perimeter wall that runs along the approximate outer boundary line of Mirabella, as well as plantings and irrigation shall be maintained in accordance with Section 6.10, below) and, to the extent not otherwise provided for, the paving, drainage structures, Lakes (as defined in Article 7 below, even if such Lakes are dedicated to any governmental agency), surface water management systems, and areas, landscaping, street lighting fixtures and appurtenances, entrance features, roads, gatehouse and gates, wing walls, aluminum fencing, improvements and other structures (except public utilities to the extent maintained by the applicable utility provider) situated on the Common Properties, if any, as ordered by the Board of Directors of the Association and any and all costs relating to the discharge of the obligations hereunder. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibility to the County of any kind with respect to the Common Properties and shall indemnify and hold the Declarant and its affiliates harmless with respect thereto. In the event Master Developer and/or Declarant installs street lighting as provided above, Master Developer and/or Declarant as the case may be shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Master Developer and/or Declarant as the case may be and the Association shall forthwith pay same to the Master Developer and/or Declarant as the case may be.

Association shall, if designated by Declarant (or by Association after Class B membership ceases) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification features and/or other areas or elements designated by Declarant (or by Association after Class B membership ceases) upon areas which are within or outside of Mirabella. Such areas may abut, or be proximate to, Mirabella, and may be owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or medium areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

The Master Association shall maintain all littoral zones and plantings surrounding any Lakes on Mirabella (whether or not same are located within the Common Properties), planted in accordance with the requirements of applicable governmental agencies and shall monitor and shall replace (if necessary) and

maintain same, all in accordance with the requirements of any county, state, federal or municipal agency with jurisdiction over Mirabella.

No Lot Owner may escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Properties, abandonment of the right to use the Common Properties, waiver of its right to use the same, or for any other reason.

- 4.4. Expenses. All work done by or through the Association pursuant to this Declaration, the Articles, or the By Laws, including, but not limited to, Section 4.3 above, and all costs and expenses incurred by the Association pursuant to the aforementioned documents, in connection therewith shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. A Lot Owner shall remain responsible for assessments regardless of such Lot Owner's voluntary or involuntary nonuse of the Common Properties, abandonment of the right to use the Common Properties, waiver of its right to use the same, or for any other reason.

- 4.5. Utility Easements, Community Systems, Common Properties and Lots/Homes. The use of the Common Properties for utilities, as well as the use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration and said plats. The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Properties for the installation, operation, repair, replacement, alteration, expansion and maintenance of utilities and Community Systems (including, without limitation, Telecommunications Services as provided in Sections 4.17 and 4.18 below) and other communication lines, equipment and materials and other similar underground television, radio and security cables for service to the Lots and other portions of Mirabella. In the event that any utility lines, equipment, cables, pipes, conduits, meters or fixtures ("Utilities") or Community Systems are now or hereafter installed on or under a Home or underground on a Lot, then a nonexclusive easement for access to and from such Lot and/or Home and for the initial installation (if applicable), maintenance, repair and replacement of such Utilities and/or Community Systems, shall exist in favor of whichever of the applicable governmental authority, utility company, Telecommunications Provider, the Declarant or the Association has the responsibility for the installation, maintenance, repair, replacement and movement of the Utilities or Community Systems. The Lot Owner(s) and the Members' Permittees of such Lot Owner(s) shall not do anything in, on or about the Lot or Home which interferes with the operation of any Utilities or Community Systems on, under or through such Lot or Home or the installation, maintenance, repair, replacement and movement thereof. Any user of the easement herein created shall, promptly after the completion of any applicable work thereon, restore the Lot and/or Home to the condition in which it existed immediately prior to the commencement of such use.

- 4.6. Roadway and Access Easements. Easements are reserved over each Lot to the extent of the portion of the Lot deemed Common Properties hereunder, same representing the portion of the Lot designated as roadway easement on the Plat, as to which an easement is hereby reserved for emergency pedestrian and vehicular ingress and egress.
- 4.7. Drainage Easements. Easements are reserved over each Lot and the Common Properties in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Properties or from the Common Properties to any Lot or Lots. Additionally, a non-exclusive easement shall exist in favor of Declarant, Club Owner, Master Developer, Master Association, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Mirabella, across and upon Mirabella for drainage, irrigation and water management purposes. All easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Mirabella (including Lots and Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto.
- 4.8. Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Properties and portions of Mirabella necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefore (in the term of assessments or otherwise).
- 4.9. Ownership of Common Properties. The Common Properties are hereby dedicated nonexclusively to the joint and several use, in common, of the Declarant and the Lot Owners of all Lots that may from time to time constitute part of Mirabella and all Member's Permittees and the Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association. The Common Properties may contain the Club as more particularly described in Section 4.13 herein; however, this statement shall not create any obligation on behalf of the Declarant, the Association, Master Developer, Master Association or Club Owner to procure, construct and/or maintain the Club. The Common Properties (to the extent not located within any Lot) shall, upon the later of completion of the improvements thereon or within ninety (90) days following the date when the last Lot within Mirabella has been conveyed to a purchaser (or at any time and from time to time sooner at the sole and absolute election of the Declarant), be conveyed by quit claim deed to the Association, which shall automatically be deemed to have accepted such conveyance. THE ASSOCIATION SHALL ACCEPT THE COMMON PROPERTIES "WHERE IS, AS IS" UPON THE CONVEYANCE OF THE COMMON PROPERTIES WITHOUT ANY

REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OR COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. By acceptance of an interest in any of the Common Properties, the Association releases Declarant, Master Developer and Club Owner from any claims and warrants that no claim shall be made by the Association relating to the condition, or completeness of the Common Properties or for incidental or consequential damages arising therefrom. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Properties (whether or not then conveyed to the Association), all of which are to be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that all real estate taxes assessed against that portion of the Common Properties owned or to be owned by the Association shall be (or have been, because the purchase prices of the Lots and Homes have already taken into account their rights in and to the Common Properties) proportionately assessed against and payable as part of the taxes of the applicable Lots within Mirabella. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Properties, the Association shall be responsible for the payment of same (subject to protest or appeal before or after payment), including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Declarant and the Association as of the date of such recordation. Declarant, the Master Developer, Master Association, Club Owner and their affiliates shall have the right, but not the obligation, from time to time to enter upon the Common Properties and other portions of Mirabella for the purpose of the installation, construction, reconstruction, repair, maintenance, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Properties that Declarant and its affiliates elect to effect, and to use the Common Properties, including but not limited to any community building, and other portions of Mirabella for sales, displays and signs or for any other purpose during the period of construction and sale of any portion of Mirabella. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right (but not the obligation) to maintain upon any portion of Mirabella, sales, administrative, construction and/or other offices without charge, and appropriate

easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose.

Without limiting the generality of the foregoing, should the Declarant elect to construct a community building, clubhouse or recreational building, same may be utilized by the Declarant for property sales, administration, property management, a property resale business, construction and/or related real estate activities. Nothing in this Section 4.9 or this Declaration shall obligate Declarant to construct such a community building, clubhouse or recreational building, to utilize same for any of the foregoing purposes, or to restrict the use of same. The rights conferred in this paragraph will continue after Class B membership ceases in the Association, and after the Declarant has resigned from the Board of Directors, but in no event continue after Declarant is no longer a Class A Member.

- 4.10. Community Systems. Declarant shall have the right, but not the obligation, to charge user fees for the use of the Community Systems and to convey, transfer, sell or assign all or any portion of the Community Systems located within Mirabella, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including any Lot Owner, as to any portion of a Community System located on his Lot or Lots). Such Community Systems may affect the Club more particularly described in Section 4.13 herein and such user fees may include charges arising from Community Systems so affecting the Club; however, this statement shall not serve to obligate Declarant, the Association, the Master Developer, the Master Association or the Club Owner to procure, construct and/or maintain the Club. Without limiting the generality hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assign, such entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Properties hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Properties unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Lot Owner, and (iii) if made to the Association or the Master Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). Further, Declarant shall have the right to receive compensation from the provider(s) of Community Systems or public or private utilities for permitting same to be located in and used at Mirabella, including, but not limited to, by the Lot Owners, and such compensation shall be continued to be paid to Declarant by such provider subsequent to any transfer to the Association, the sale of all the Lots, or for any other event.

In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Lots in Mirabella to the applicable Community Systems, each Lot Owner and occupant of a Lot shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association or Declarant is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

- 4.11. Easement for Encroachments. If any other building or improvement shall encroach upon any portion of the Common Properties, Common Systems, a Lot or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Declarant, its affiliates, or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists. Additionally, the Board of Directors may, on behalf of the Association, grant additional easements for improvements extending from Lots or Community Systems into Common Properties to an extent which, in the opinion of the Board of Directors, is beyond the scope of the foregoing sentence; providing, however, that any such easements shall be conditioned upon the Lot Owner of the Lot agreeing to indemnify the Association for any loss or damage arising from the existence of the improvements on the Common Properties.
- 4.12. Special Maintenance Easements. Each Lot shall contain an improvement with roof overhangs passing over an adjacent Lot. A non-exclusive easement in, to, over and across such adjacent Lot with the right of ingress and egress, is hereby created in favor of each Lot for such overhangs and for construction and maintenance work necessary in order for the Lot Owner of each Lot and the Association to maintain, modify and/or install the improvements on such Lot, including but not limited to maintenance of the roof overhangs, landscaping, painting of the exterior of Lot improvements, pools, screen enclosures and fences. Each easement is five feet (5') wide (after deduction of any space occupied by air conditioning units, trees, and/or similar obstructions) and runs along the entire side of the adjacent Lot over which there are roof overhangs. Any use of the easement shall be done without notice in a manner as not to inconvenience the adjacent Lot Owner on any day of the week, including Sunday. Each Lot Owner, or the Association, as the case may be, shall be required to repair any and all damage it has caused to the adjacent Lot by such entry and shall be responsible for removing any and all debris from the easement area. The Declarant and/or the Association shall have the ability to modify the width or length of the easement; provided, however, that such modifications shall not unreasonably interfere with the use of the Lots for dwelling purposes.
- (a) Party Walls. Each wall and fence, if any, built as part of the original construction of the Homes or Lots within Mirabella and placed on the dividing

line between the Lots thereof and acting as a commonly shared wall or fence shall constitute a party wall, and each Lot Owner shall own that portion of the wall and fence which stands on his own Lot, with a cross-easement of support in the other portion. If a wall or fence separating two (2) Homes or Lots, and extensions of such wall or fence, shall lie entirely within the boundaries of one Lot, such wall or fence, together with its extensions, shall also be a party wall and the Lot Owner of the adjacent Lot shall have perpetual easement to maintain the encroachment.

Easements are reserved in favor in all Lots over all other Lots and the Common Properties for overhangs or other encroachments resulting from original construction and reconstruction.

Anything to the contrary herein notwithstanding, where adjacent Homes share only a portion of a wall (e.g., where a one-story Home abuts a two-story Home), only that portion of the wall actually shared by both Homes shall be deemed a party wall. That portion of the wall lying above the one-story Home and used exclusively as a wall for the second floor of the abutting two-story Home shall not be deemed a party wall, but shall be maintained and repaired exclusively by the Lot Owner of the two-story Home even if lying in whole or in part on the abutting Lot on which the one-story Home is constructed and over the roof and other portions of such abutting one-story Home to permit the upper portion of the wall of the two-story Home to be maintained and repaired by the Lot Owners of the Lot on which such two-story Home is constructed.

The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Lot Owners who make use of the wall.

If a party wall is destroyed or damaged by fire or other casualty, any Lot Owner who has used the wall may restore same, but shall not construct or extend same to any greater dimension than that existing prior to such fire or other casualty, without the prior written consent of the adjacent Lot Owner. The extension of a party wall used by only a two-story Home abutting a one-story Home shall be promptly and diligently repaired and/or replaced by the Lot Owner of the two-story Home at his sole cost and expense, even if lying in whole or in part on the abutting Lot. No part of any addition to the dimensions of said party wall or of any extension thereof already built that may be made by any of said Lot Owners, or by those claiming under any of them, respectively, shall be placed upon the Lot of the other Lot Owner, without the written consent of the latter first obtained, except in the case of the aforesaid wall of a two-story Home. If the other Lot Owner thereafter makes use of the party wall, he shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Lot Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Notwithstanding any other provision of this Section, should any Lot Owner, by his negligent or willful act, causes that part of the party wall not

previously exposed to be exposed to the elements such Lot Owner shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Lot Owner to contribution from any other Lot Owner under this Article shall be appurtenant to the land and shall pass to such Lot Owner's successors in title. Upon a conveyance or other transfer of title, the liability hereunder of the prior Lot Owner shall cease.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If a panel cannot be designated pursuant hereto, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association, or its successors in functions, then obtaining. Any decision made pursuant to this Section shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

(b) Zero Lot Line. When any Lot (the "Servient Lot") abuts another Lot (the "Dominant Lot") on which the exterior wall of a Home has been or can be constructed against or immediately contiguous to the interior property (perimeter) line shared by the Dominant Lot and the Servient Lot, then the Lot Owner of the Dominant Lot shall have an easement over the Servient Lot, which easement shall be five (5') feet in width contiguous to the interior property line running from the front of the rear property line of the Servient Lot for the following purposes:

(1) For installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Dominant Lot, including but not limited to, electricity, telephones, sewer, water, swimming pool, fence, screen enclosure, landscape material, lighting, irrigation, drainage and Community Systems.

(2) Of support in and to all structural members, footings and foundations of the Home or other improvements which are necessary for support of the Home or other improvements on the Dominant Lot. Nothing in this Declaration shall be construed to require the Owner of the Servient Lot to erect, or permit the erection of, additional columns, bearing walls or other structures on its Lot for the support of the Dominant Lot.

(3) For overhanging troughs or gutters, down-spouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area and the Common Properties.

A Lot Owner of a Servient Lot shall do nothing on his Lot which interferes with or impairs the use of this easement, including, without limitation, constructing improvements which would interfere with such use. No Lot Owner

shall cut a window or any opening in a wall lying on a zero lot line, nor shall any Lot Owner make any structural changes in such a wall including, but not limited to, change of paint color, without the express written consent of the ARC.

If a zero lot line wall is damaged by the owner of an adjacent Home, the Lot Owner of the adjacent Home shall be responsible for repairing such damage in a timely manner and in accordance with the ADS. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Lot Owner causing the damage. In the event that a Lot Owner shall fail to make the repairs as required herein, or if the Association or Master Association has the reasonable belief that such repairs will not be made in a timely manner, then the Association and/or Master Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Lot Owner as an assessment against that individual Lot Owner. If there is any question about whether a Home is a zero lot line residence, or which portion of a Home lies on a lot line, the Association's determination shall be final.

Without limiting the foregoing, as to all of those Lots located in Parcel C of the Plat there are hereby created nonexclusive easements over the Servient Lot in favor of (i) the utilities responsible for the installation, maintenance, repair, replacement and provision of electricity and gas serving the Dominant Lot for access to and from such Lot and to conduct such replacement and provision of electricity and gas, including, without limitation, reading and servicing of utility meters (ii) any contractor installing and/or maintaining a pool on the Dominant Lot for access to and from such Lot and to conduct such installation and/or maintenance.

- 4.13. Recreational Building. Each Lot Owner is hereby placed on notice that a recreational building (the "Recreational Building") may be constructed in the Club. The Recreational Building shall be constructed on approximately three (3) acres of land within the referenced Club and shall contain a fitness center, four (4) tennis courts (two (2) of which shall be lighted) and a pool. The Recreational Building and the fulfillment of the Association's and/or the Master Association's underlying lease obligations shall be maintained, in part or in full, through assessments and/or fees to be levied by the Association. Such assessments and/or fees will have the same effect, and the Association shall have the same right of enforcement, as those assessments levied pursuant to Article 5, below. Such assessments and/or fees shall be solely for the Lot Owner's use of the Club and shall be in addition to the cost of operating and staffing the facilities of the Recreational Building and/or the Club.
- 4.14. Neighborhoods. The Declarant intends to construct three (3) types of Neighborhoods, whose services, which may be exclusive to each Neighborhood, are planned to be as follows:

- (a) Sedona (containing Lots approximately sixty-five feet (65') wide)
- (b) Condado (containing Lots approximately fifty feet (50') wide)
- (c) Isle Verde (containing Lots approximately forty feet (40') wide)

The provisions shall not obligate Declarant or Master Developer to construct the foregoing Neighborhoods as provided above, nor to provide any certain number of Neighborhoods. The location of and services provided to each Neighborhood shall be in the sole discretion of the Declarant. Each Neighborhood shall be subject to Neighborhood Assessments as provided in Article 5, below.

- 4.15. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, while Class B membership exists, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Mirabella for various public purposes or for the provision of Community Systems including, without limitation, Telecommunications Systems, or to make any portions of Mirabella part of the Common Properties, or to create and implement a special taxing district which may include all or any portion of Mirabella. In addition, the Common Properties of Mirabella may include decorative improvements, berms, waterfalls, and waterbodies. SALE BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON PROPERTIES. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON PROPERTIES WITHOUT NOTICE AT ITS DISCRETION.
- 4.16. Public Facilities. Intentionally redacted.
- 4.17. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Mirabella.
- 4.18. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Properties and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Properties, Lot and/or Home disturbed by such work, all at such Telecommunications Provider's sole

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

ARTICLE 5.

COVENANT FOR MAINTENANCE ASSESSMENTS

- 5.1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Declarant (and each party joining in any supplemental declaration), for all Lots within Mirabella, hereby covenants and agrees, and each Lot Owner by acceptance of a deed therefore 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 annual assessments and charges for the operation of the Association charged for property or services or the like serving or benefiting Mirabella, and the maintenance, management, operation, repair, replacement and insurance of the Common Properties as provided elsewhere herein, including, but not limited to, such reasonable reserves as the Association may deem necessary, capital improvement assessments as provided elsewhere herein, assessments for maintenance, security (if any), monitoring systems (if any), data/internet transmission, natural gas lines, bulk cable and/or satellite television or communications charges or charges for other Community Systems, Street Lighting Costs and all other charges and assessments herein referred to or lawfully imposed by the Association, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Lot Owners and Lots expenses incurred against particular Lots and/or Lot Owners to the exclusion of others and other charges against specific Lots or Lot Owners as contemplated in this Declaration. The annual, special and other assessments as well as Club Charges, together with interest thereon and costs of collection thereof as are hereinafter provided, shall not be construed as a "fine", as hereinafter defined) but shall

rather be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made.

Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who is the Lot Owner of such property at the time when the assessment fell due and all subsequent Lot Owners until paid, subject to the subordination provision set forth in Section 5.8 below. Except as provided herein with respect to special assessments which may be imposed on one or more Lots or Homes and Lot Owners to the exclusion of others, assessments as applied pursuant to Section 5.8 and assessments to Lots owned by the Declarant as provided in Section 5.9 below, all assessments imposed by the Association shall be imposed against all Lots equally. The foregoing sentence shall not be amended without the prior written consent of any Lot Owner adversely affected by such amendment. Reference herein to assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

As provided in the Master Declaration, the Association shall also be responsible for collection of the assessments for the Master Association for each Lot within Mirabella and shall promptly remit such amounts to the Master Association. In the event that any Lot Owner shall fail to pay the Association his or her assessments levied by the Master Association, the Master Association or the Association, as applicable, shall have the right to collect such assessments directly from such Owner. THE COMMON ASSESSMENTS FOR THE MASTER ASSOCIATION FOR EACH OWNER MAY INCLUDE, WITHOUT LIMITATION, THE OWNER'S SHARE OF THE COSTS OF BASIC CABLE TELEVISION SERVICES AS PROVIDED IN THE MASTER DECLARATION, WHETHER OR NOT ANY OWNER ELECTS NOT TO USE SUCH SERVICES.

Any Association assessment which shall be made the subject of lien shall be effective from, and relate back to, the date on which this original Declaration was recorded.

- 5.2. Purpose of Assessments. The regular assessments levied by the Association shall be used exclusively for the purposes expressed in Section 5.1 above, including, without limitation, for any and all costs associated with maintaining, operating, repairing, altering and improving any park, tennis court, swimming pool and fitness club/building and/or guardhouse located on the Common Properties, any costs and/or expenses for staffing any such guardhouse (without creating any obligation to staff same), any and all costs attributable to the provision of street lighting, at the discretion of the Declarant (or after the sale by Declarant of the last Lot, then by the Board of Directors).
- 5.3. Special Assessments. In addition to the regular and capital improvement assessments which are or may be levied hereunder as to all Lot Owners, the

Association (through the Board of Directors) shall, as to individual Lot Owners, also have the right to levy special assessments against said Lot Owner(s) and Lot, to the exclusion of other Lot Owners for: (i) the repair or replacement of damage to any portion of the Common Properties (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of a Lot Owner or such Lot Owner's Members' Permittee(s); or (ii) the costs of work performed by the Association in accordance with this Declaration. Notice of any special assessment shall be by certified mail, or equal. An aggrieved Lot Owner shall thereafter be entitled to a hearing before the Board to seek reconsideration, provided that the Board receives a written request therefore no later than 15 days subsequent to the date of the Board notice to said Lot Owner.

Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures 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.

- 5.4. Capital Improvements. Except in the event of an emergency, which shall be determined in the reasonable discretion of the Board, funds which, in the aggregate, exceed the lesser of (i) twenty percent (20%) of the total amount of the current operating budget of the Association in any one fiscal year, and (ii) the Dollar Cap (as hereinafter defined) (the lesser of the two hereinafter referred to as the "Expenditure Cap"), and are necessary for the addition of capital improvements (as distinguished from repairs and maintenance, and regardless of whether as a result of wear and tear or casualty loss) relating to the Common Properties and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing), shall be levied by the Association as capital improvement assessments only 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 voting at a meeting or by ballot as may be provided in the By Laws of the Association. No vote by the Members shall be required in connection with an expenditure of less than the Expenditure Cap for capital improvements in a single fiscal year. At the time of the recording of the Amendment, "Dollar Cap" shall mean Two Hundred Thousand Dollars (\$200,000). The amount of the Dollar Cap shall increase on January 1, 2007 and each January 1st thereafter by the 3% of the then current Dollar Cap.

- 5.5. Date of Commencement of Annual Assessments; Due Dates. The annual regular assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants 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 annual assessments shall be payable in advance, in monthly installments, or in annual,

semi-annual or quarterly installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised 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 Board resolution authorizing such assessment.

- 5.6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot 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 Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every Lot Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to special assessments. In the event no such notice of a change in 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. Subject to other provisions hereof, the Association shall furnish to any Lot Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid. 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 the Declarant) for management services. The Association shall have all other powers provided in the Articles of Incorporation and By Laws.

5.7. 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), then such assessments (or installments) shall become delinquent and shall, together with an administrative late charge determined by the Board in its sole discretion, to the maximum sums permitted by law for amounts past due, interest, and the cost of collection, including reasonable attorney's fees, thereof as herein provided, thereupon to become a continuing lien on the Lot which shall bind such property in the hands of the then Lot Owner, his heirs, personal representatives, successors and assigns.

Except as provided in Section 5.8 below to the contrary, the personal obligation of the then Lot 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 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 and the Association may bring an action at law against the Lot 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 Lot on which the assessments and late charges are unpaid may foreclose the lien against the Lot 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' and paralegals' fees and costs actually incurred preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action (and any appeals therefrom) shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' and paralegals' 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' worth 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 Lot Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot 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 Lot 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 Lot or the enjoyment of the Common Properties until such time as all unpaid and delinquent assessments due and owing from the selling Lot Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 5.8 below. It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Lot Owners from their obligations hereunder. All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. Lot Owners shall be obligated to deliver the documents originally received from the Declarant,

containing this and other declarations and documents, to any grantee of such Lot Owner. The Association shall have available all remedies set forth in this Section 5.7 (including, without limitation, lien rights) or otherwise set forth in this Declaration to enforce Club Charges in the same manner as assessments.

- 5.8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage held by a Mortgage Lender recorded prior to recordation by the Association of a claim of lien and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such Mortgage Lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgage Lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgage 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 constitutes a lien against any Lot or Lots, but which is subordinate to real property tax liens and/or first mortgages by reason of the provisions of this Section shall be deemed to be an assessment divided equally among and payable by all Lot Owners whose Lots are subject to assessment by the Association, and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Despite any language which could be construed to the contrary in the preceding paragraph, any lot owner who acquires title to a Lot shall be obligated to pay any unpaid assessments that came due prior to taking title. A first mortgagee who acquires title by foreclosure or a deed in lieu of foreclosure shall be liable for assessments that came due prior to taking title up to the limits of Section 720.3085, Fla. Stat. (2008) as may be amended from time to time, provided the mortgagee had initially joined the Association as a defendant in the mortgagee's foreclosure action. Any assessments that remain unpaid after one takes title shall become the subject of a lien against the Lot along with interest, administrative late charges in an amount determined by the Board, costs of collection and reasonable attorney fees.

- 5.9. Effect on Declarant. Notwithstanding any provision of the Declaration to the contrary contained in this Declaration, for as long as Declarant (or any of its affiliates) is the Lot Owner of any Lot, Declarant shall have the option, in its sole discretion, to (a) pay assessments on the Lots owned by it in like manner as paid by other Lot Owners; (b) pay assessments only on certain designated Lots (e.g., those under construction or those containing a Home for which a certificate of occupancy has been issued), or (c) not pay assessments on Lots owned by Declarant, and in lieu thereof, fund any resulting deficit in the Association's operating expenses (provided that Declarant shall not pay for and its deficit payment shall not include any capital costs, capital payments as provided in Section 5.10 below, reserves and/or contingencies) not produced by assessments

receivable from Lot Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option 5.9(c) above shall be the difference between (i) actual operating expenses of the Association (exclusive of capital improvement costs, capital payments as provided in Section 5.10 below, reserves and/or contingencies) and (ii) the sum of all monies receivable by the Association (including, without limitation, assessments, including but not limited to special assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may, in its sole and absolute discretion, from time to time change the option stated above under which Declarant is making payments to the Association by at least twenty-one (21) days advance written notice to such effect to the Association. If Declarant at any time elects option 5.9(b) above, Declarant shall not be deemed to have necessarily elected option 5.9(a) or 5.9(c) as to the Lots which are not designated under option 5.9(b). When all Lots within Mirabella are sold and conveyed to Lot Owners or Builders, neither the Declarant, nor its affiliates, shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions.

- 5.10. Assessment for Capital Payments. A **capital payment** shall be paid by each Lot Owner, other than Declarant, to the Association in addition to any other assessment at the time such Lot Owner acquires its fee interest in the Lot. The capital payment shall be deposited by the Association into a capital payment account which the Association may use to pay expenses which may be incurred by the Association or by Declarant during the period of time that Mirabella is being developed to make purchases for and improvements to the Common Properties and to purchase initial and future equipment and supplies. The capital payment account may also be used to acquire property for the use of the Lot Owners or for the Association, to make any deposits required by utility companies, to prepay insurance premiums upon Common Properties or otherwise required in and about the operation of the Association or to pay for repairs, replacement and maintenance of the Common Premises. The capital payment assessment is in addition to the regular assessments, special assessments and capital improvement assessments. The amount of capital payments shall be established by the Association, in its sole discretion from time to time, and shall be paid, at the time of conveyance of title to the Lot Owner. Additionally, capital payments may be utilized to reimburse Declarant for monies that it may have advanced pursuant to this Section 5.10. The capital payments may also be utilized to reimburse Declarant for any deficit funding under Section 5.9(c) above and for any other reimbursements to Declarant.

- 5.11. Association Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all special assessments, not being used for the purposes collected, shall be held by the Association for the Lot Owners of all Lots, as their interests may appear, 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.

5.12. Neighborhood Assessments. Intentionally Redacted

5.13. Club Charges. Notwithstanding anything in this Declaration to the contrary, to the extent directed by Club Owner, Association shall collect from the Lot Owners Club Charges in addition to assessments. In the event that Association shall receive a partial payment in any month of assessments and/or Club Charges from a particular Lot Owner, the payment from such Lot Owner shall be first allocated to the payment of Club Fees, then to the payment of Club Operating Costs, and then to the payment of assessments. Association shall provide the Club Owner each month with a list of all Lot Owners that did not remit Club Charges to Association for the prior month. Such list shall include the Lot Owner's name, Home description, and the amount not remitted for the prior month, and the total amount of Club Charges not remitted by such Lot Owner to date. As provided in the Club Covenants, Club Owner shall have the right, at its sole option, to require that Association enforce Club Owner's lien to collect Club Charges and to utilize any other remedies available at law or in equity.

5.14. Street Lighting. Intentionally Redacted

ARTICLE 6.

MAINTENANCE OF HOMES AND LOTS

6.1. Homes. Each Lot Owner shall be solely responsible for maintaining all structures (including the Home) located on his Lot in good working condition and in a neat, orderly and attractive manner and consistent with the general appearance of Mirabella and as otherwise required by the Master Declaration. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of Mirabella as initially constructed and otherwise improved by Declarant or by any Builders who build in accordance with plans approved by Declarant (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Review Committee). Each Lot Owner shall repaint or restain, as appropriate, the exterior portions of his Home (with the same colors as initially used on the Home or as otherwise approved by the Architectural Review Committee) as often as is necessary to comply with the foregoing standards.

Lot Owners shall be responsible for all maintenance of their Homes, including, without limitation, pressure washing, cleaning of the roof, fertilization of sod and landscape, painting of exterior, trimming of trees and bushes and repairs to irrigation, fences and/or screens.

- 6.2. Lots. Except only for the portions of the Lots designated as Common Properties hereunder each Lot Owner shall be solely responsible for maintaining his Lot, including, without limitation, the sidewalks, swales, perimeter buffers, and common grass areas adjacent to lakes (but excluding the actual lake bank perimeters), which may be contiguous with the Lot, as well as mailboxes (must utilize standard mail box approved by the Board of Directors), trees, shrubbery, grass and other landscaping thereon, the irrigation system, the driveways thereon (subject to the provisions below) and the swimming pool thereon, in good working condition and all in a neat, orderly and attractive manner and consistent with the general appearance of Mirabella as a whole. Lot Owners shall also be solely responsible for the irrigation of all landscaping within the Common Properties located not more than fifty feet (50') from the outermost boundary of the respective Lot. All irrigation systems using well water or lake irrigation pumps (which shall be used only upon the advance approval of the Architectural Review Committee, or an appropriate governmental agency) which may be withheld in its sole discretion) shall use an appropriate rust (iron) inhibitor filter system to prevent stains. The minimum (though not sole) standard for the foregoing shall be the general appearance of Mirabella as initially landscaped by Declarant or Builders (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Each Lot Owner, by acceptance of a deed to a Lot, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Properties and any easement or the construction and/or maintenance of any driveway in that portion of the Common Properties, easement area, or in a public right-of-way between the boundary of such Lot Owner's Home and the edge of the adjacent paved roadway. Further, each Lot Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Lot Owner fails to make the required repairs.
- 6.3. Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining. Association may require from time to time that Lot Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Lot Owner whose Lot adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Declarant as part of original construction, subject to applicable permitting. Association and Club Owner may use waterways and lakes to irrigate Common Properties and/or the Club, as applicable, subject to applicable permitting. Declarant, Master Developer, Association, and Club Owner shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the

drainage or irrigation of Mirabella and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Mirabella and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

- 6.4. Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Mirabella, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.
- 6.5. Remedies for Noncompliance. In the event of the failure of a Lot Owner to maintain his Home or Lot in accordance with this Article, the Association shall have the right, upon prior written notice to the Lot Owner at the address last appearing in the records of the Association, by certified mail, or equal, to enter upon the Lot Owner's Lot, as an invitee, and with full power of easement and license, and perform such work as is necessary to bring the Lot or Home, as applicable, into compliance with the standards set forth in this Article. *PROVIDED HOWEVER*, that in each instance, and prior to said entry an aggrieved Lot Owner shall enjoy the right to request reconsideration before the Board, by causing it to receive such request in the same manner as set forth in Section 5.3, *ante*.

The remedies provided for herein, as well as elsewhere in this Declaration, shall be cumulative with all other remedies available under this Declaration (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions).

- 6.6. Costs of Remedial Work; Surcharges. In the event that the Association performs any remedial work on a Home or Lot pursuant to this Article, the costs and expenses thereof shall be deemed a special assessment under Section 5.3 of this Declaration and may be immediately imposed by the Board of Directors. In order to discourage Lot Owners from abandoning certain duties hereunder for the purpose of forcing the Association to assume same, and, additionally, to reimburse the Association for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, or the maximum amount of interest permitted by law contractually permitted to be imposed upon an overdue consumer indebtedness in addition to the cost of said work, whichever shall be the greater), such surcharge to be a part of the aforesaid special assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in the sole discretion of the Board and/or its permitted designee.

- 6.7. Right of Entry. Subject to compliance with the procedures described above, there is hereby created an easement in favor of the Association and its applicable designees over each Lot for the purpose of entering onto such Lot in the performance of the work herein described.
- 6.8. Limited Exemption. To the extent that a Home on a Lot is under construction by the Declarant or a Builder bound to comply with construction-related requirements or restrictions imposed by the Declarant, the provisions of this Article shall not apply to such Lot until such time as the construction of the Home is completed as evidenced by the issuance of a certificate of occupancy therefore.
- 6.9. Title Documents. Each Lot Owner by acceptance of a deed to a Lot acknowledges that such Lot and Home thereon is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following documents this Declaration, the Club Covenants, the Articles and the Bylaws (collectively, the "Title Documents"):
- (a) Declarant's plan of development for Mirabella may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Lot Owners other than Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Lot Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Lot Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Lot Owner agrees, by its acceptance of a deed to a Lot:
 - (b) To execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents, and
 - (c) That such Lot Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, when Class B membership ceases, the Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to the Declaration recorded in the

Public Records, from time to time, and in the sole and absolute discretion of Declarant.

- 6.10. Maintenance Agreement. Notwithstanding anything to the contrary in this Declaration, maintenance of portions of the perimeter walls, fences and greenbelts surrounding Mirabella, as well as all plantings and irrigation of the landscaping along such perimeter walls, fences and greenbelts shall be subject to the Maintenance Agreement. Pursuant to the Maintenance Agreement, the owners of certain Lots described in Exhibit "E" attached hereto and incorporated herein (the "Perimeter Lots") shall be responsible for maintaining, replacing (as applicable) and irrigating, in accordance with standards set by the Master Association from time to time, certain property in addition to the Perimeter Lots, including the property between the Perimeter Lots' property lines and the interior face of the concrete walls and/or fences to be constructed within the Jog Road Buffer Parcel (the Southern and Western boundaries of Mirabella adjacent to Jog Road), the Hood Road Buffer Parcels (the Northern boundary of Mirabella adjacent to Hood Road) and the Bonnette Buffer Parcel (the boundary of Mirabella adjacent to the Bonnette Dining Club on Adjacent Parcel) (as the same are defined in the Maintenance Agreement) (collectively, the "Buffer Property"). Pursuant to the Maintenance Agreement, the owners of the Perimeter Lots are also prohibited from removing, altering (other than as specifically authorized by the Master Association) or adding to landscaping or other improvements (unless approved in writing by the Master Association) within the Jog Road Buffer Parcel and the Bonnette Buffer Parcel and are prohibited from using same for any purpose other than as open space for the benefit of the Master Association. Prior to the completion of a home on a Perimeter Lot, the Association shall be responsible for the maintenance, replacement and irrigation of the Buffer Property at the Association's expense. In the event of the failure of the owner of a Perimeter Lot to maintain the Buffer Property in accordance with the Maintenance Agreement, the Association shall be entitled to perform such work and charge the owner of a Perimeter Lot in accordance with Sections 6.5 and 6.6 herein. In the event of the failure of the Association or Lot Owner (as applicable) to maintain such Buffer Property in accordance with the Maintenance Agreement, the Master Association shall have the right upon thirty (30) days prior written notice to perform any such maintenance, repair and replacement at the Association or Perimeter Lot Owners expense (as applicable). However, nothing in the Maintenance Agreement or this Section shall limit the Perimeter Lot Owners' maintenance obligations set forth in this Declaration.

The owners of certain Lots in the Northeast section of Mirabella adjacent to the proposed school site as described in Exhibit "E" attached hereto and incorporated herein (the "School Site Lots") shall be responsible for maintaining, replacing (as applicable) and irrigating, in accordance with standards set by the Association from time to time the property between the School Site Lots' property lines and the interior face of the concrete walls and/or fences to be constructed adjacent to the proposed school site. In the event of the failure of the owner of a School Site

Lot to maintain such property in accordance with the standards set by the Association from time to time, the Association shall be entitled to perform such work and charge the owner of the School Site Lot in accordance with Sections 6.5 and 6.6 herein.

ARTICLE 7.

CERTAIN RULES AND REGULATIONS

- 7.1. Applicability. Pursuant to Section 7.37 hereof, the Association, from time to time, by and through the Board of Directors, may adopt additional rules and regulations governing the Lots, Homes and Common Properties of Mirabella. The provisions of this Article 7 and any other rules and regulations adopted by the Association shall be applicable to all of the Lots, Homes and Common Properties of Mirabella, but shall not be applicable to the Declarant, the Master Developer, the Club Owner or any of their designees or Lots or other property owned by the Declarant, the Master Developer, the Club Owner or any of their designees (including, without limitation, prohibiting or restricting in any manner the sales and marketing program of the Master Developer, its affiliates, the Declarant, the Club Owner, or the leasing activities of the Declarant; terminating or impairing in any fashion any easements, powers or rights of the Declarant, Master Developer or Club Owner hereunder; or restricting the Master Developer's, Declarant's or Club Owner's rights of use, access and enjoyment of Mirabella).
- 7.2. Obstruction of Common Properties. No portion of the Common Properties may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.
- 7.3. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Properties and/or the Club accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with the use of such Common Properties and/or Club including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizer restrictions caused by maturation of trees and shrubbery, (c) reduction in privacy caused by the removal or pruning of shrubbery or trees within Mirabella (including, without limitation, the Club) and (d) design of any portion of Mirabella (including, without limitation, the Club). Each such person also expressly indemnifies and agrees to hold harmless Declarant, Association, Master Developer, Master Association, Club Owner, Club Manager, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Properties, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON PROPERTIES MAY CONTAIN WILDLIFE, INCLUDING WITHOUT LIMITATION, ALLIGATORS, RACCOONS, DEER, SWINE, TURKEYS,

SNAKES, DUCKS, ARMADILLOS, AND FOXES. DECLARANT, MASTER DEVELOPER, MASTER ASSOCIATION, BUILDERS, ASSOCIATION, CLUB OWNER, AND CLUB MANAGER SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

- 7.4. Owner's Obligations to Indemnify. Each Owner agrees to indemnify and hold harmless the Association, , its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Properties, and/or from any lawful act or omission of the Association, the Board, or its Permittees.

Should any Lot Owner bring suit against, the Association, the Board, its members, or their Permittees, for any claim or matter and fail to obtain judgment therein against it, such Lot Owner shall be liable to them [said Association] for all Losses, costs and expenses incurred by any of them [Association] in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

- 7.5. Land Use and Building Type. No Lot shall be used except for single family residential and reasonably ancillary purposes, unless otherwise approved by the Declarant. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Home, and any such improvement to a Lot shall be limited to the "building envelope" for the Lot as depicted on the Plat. Temporary uses by Declarant and its designees for model homes, guest accommodations, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted at all times. No improvements may be made to a Lot, or changes thereafter made (unless such changes are made by the Declarant) without the consent of the Architectural Review Committee as provided in the ADS. Neither the Association nor any Lot Owner shall make or permit any modification or alteration of any improvements or landscaping (including, without limitation, removal of soil, changing the level of the land within Mirabella, or planting landscaping which results in any permanent change in the flow and drainage of water within Mirabella) except with the prior written consent of the ARC, in accordance with the ADS. No building shall be demolished or removed without the prior written consent of the Board.

- 7.6. Construction Activity. Unless otherwise approved in advance by the Board no construction or construction related activities or third party landscaping or maintenance activities on a Lot or Home may be undertaken: (a) on legal

holidays recognized by the Federal Government (or other holidays designated as such by Declarant) or Sundays, (b) outside the hours of 8:00 am and 6:30 pm; or (c), as otherwise determined by the Board.

- 7.7. Opening Blank Walls; Removing Fences. Without limiting the generality of Section 7.14 below, no Lot Owner shall make or permit any opening to be made in any blank wall or make alterations of or to the Lot Owner's roof (except as such opening is installed by Declarant, or otherwise approved by the Architectural Review Committee) or masonry wall or fence. Further, no such building wall or masonry wall or fence shall be constructed, erected, demolished or removed without the prior written consent of the applicable Lot Owner, the Declarant and the Architectural Review Committee. In the event that such improvement is constructed without the prior approval of the Architectural Review Committee and the Lot Owner fails or refuses to remove such improvement after twenty (20) days' written notice from the Association, the Association may remove such improvement at the Lot Owner's sole cost. Declarant shall have the right, but not the obligation, to assign all or any portion of its rights and privileges under this Section to the Association.
- 7.8. Easements. Easements for installation and maintenance of utilities and for roadway and turnaround purposes are reserved as shown on the recorded plats covering Mirabella and as provided herein. Within these easements, no structure, planting, fence, screen or other material may be placed or permitted to remain that will interfere with or prevent the utilization of the easements. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Lot Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, Master Developer, Master Association, the Association and the Declarant, and their affiliates, and respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the plats or as reserved herein. Declarant and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines (and for all future technological advances not now known) within platted or reserved utility easement areas, or any other portion of Mirabella (other than under improvements not owned by Declarant or its affiliates). All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.
- 7.9. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to others within Mirabella. Any activity on a Lot which interferes with television, cable or radio reception on another Lot 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 the Association, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question. ALL PERSONS ARE REFERRED TO SECTION 13.11 HEREOF WITH RESPECT TO CERTAIN ACTIVITIES OF DECLARANT.

- 7.10. Temporary Structures; Other Outdoor Equipment. Except as may be approved or used by the Declarant during construction and/or sales periods, no structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on any Lots within Mirabella at any time or used at any time as a residence, either temporarily or permanently, except by the Declarant and its affiliates during construction. Any outdoor equipment such as, but not limited to, pool pumps, water softening devices, air conditioning, heating compressors and/or condensers, outdoor children's recreational equipment and/or artwork of any kind shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Review Committee); 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 Review Committee.
- 7.11. Signs. No sign of any size shall be displayed to the public view within Mirabella or within any of the Common Properties except for signs used, or otherwise authorized by, the Association. No "FOR SALE" or FOR RENT" signs shall be permitted on any Lot.
- 7.12. Pets, Livestock and Poultry. Each Lot Owner of a Lot may keep not more than three (3) household pets in his Home, subject to the terms hereof, and provided that any pet does not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. Except for the household pets which may be maintained on Lots, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot. No pet may be kept, bred or maintained for any commercial purpose. No dogs or other pets shall be permitted to have excretions on any Common Properties, except areas designated by the Association, if any, and Lot Owners shall be responsible to clean up any such excrement. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH NO GREATER THAN 15 FEET IN LENGTH OR CARRIED BY A RESPONSIBLE PERSON WHEN NOT IN THE APPLICABLE RESIDENCE OR IN A SECURED FENCED-IN YARD, IF ANY. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter do not become a source of annoyance to neighbors. No horses or barns are permitted.

- 7.13. Visibility at Intersections. No obstruction to visibility at street intersections or Common Properties intersections shall be permitted, including, without limitation any obstruction caused by trees, shrubs, walls and fences; provided that the Association shall not be liable in any manner to any person or entity, including Lot Owners and Members' Permittees for any damages, liabilities, injuries or deaths arising from violations of this Section. All trimming of said trees and shrubs on a Lot owner's property shall be the sole responsibility of that Lot Owner.
- 7.14. Architectural Control. Notwithstanding anything in this Declaration or any exhibit hereto to the contrary, as to Mirabella, (i) all of the rights of the Master Association regarding the ARC (the "Conferred Rights") have been conferred upon the Association by virtue of that certain Supplemental Declaration filed by the Master Developer on or near the same date as this Declaration in the Public Records of the County, and by consent of Master Association to relieve Association of its requirements for compliance therewith pursuant to Affirmation Agreement dated September 12, 2006, subject to (a) the Master Association's retention of the Conferred Rights with respect to any perimeter improvements, including gatehouses, perimeter walls, entryways, signage, clubhouses and/or related facilities and (b) the Master Developer's right to revoke the Conferred Rights pursuant to the terms of such Supplemental Declaration; and (ii) the Board shall have the sole right to appoint all members of the ARC for Mirabella.

The ARC shall consist of at least three (3), but no more than five (5) persons, who are appointed by the Board to serve at the pleasure of the Board. Notice of ARC meetings shall be posted 48 hours in advance at the main gate and clubhouse, and shall be open to all Mirabella Members. The ARC shall have the power to establish such rules and procedures to carry out and, by majority vote, assure compliance and conformance with the ADS as approved by the Board from time-to-time. The ARC shall review and act upon Owner's applications for matters that come within the purview of the ADS, or as to matters determined by it to require remediation by a Lot owner.

All determinations by the ARC shall be tendered to the Lot Owner by certified mail, or equal. Any aggrieved Lot Owner who thereafter tenders a written appeal to the Board, as set forth in Section 5.3, *ante*, shall be entitled to a hearing before it. No Board member who has acted as a voting member of the ARC in any such instance may vote on any appeal timely presented to the Board by said aggrieved Lot Owner.

The members of the ARC shall be appointed by and serve at the pleasure of the Board, and the Board may remove and/or replace any member(s) at any time, in its sole discretion.

A majority of the ARC may take any action the Board is empowered to take, may designate a representative to act for it and may employ personnel and consultants

to act for it. In the event of death, disability or resignation of any member of the ARC, the Board shall have sole authority to designate a successor. The members of the ARC shall not be entitled to any compensation for services performed pursuant to this covenant, unless engaged by the Association in a professional capacity.

The approval of any proposed improvements or alterations by the Architectural Review Committee shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Architectural Review Committee 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 Architectural Review Committee 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 Lots (up to five (5)) adjoining or nearby the Lot or Home proposed to be altered or further improved as described in the request. In the event that the Common Properties (including, without limitation, sidewalks, landscape buffers and swales) may be damaged by the proposed improvement or activity (as determined in the sole judgment of the ARC), the ARC shall have the right, in its sole discretion, to charge a reasonable fee for the review of all materials provided by a Lot Owner and to collect a security deposit (to be determined by the ARC, in its sole discretion) in advance of any work to be done. The Architectural Review Committee shall use reasonable efforts to act on complete submissions to it within forty-five (45) days after receipt of the same (and all further documentation required by it).

In light of the fact that the types, styles and locations of Homes may differ among the different areas of Mirabella, in approving or disapproving requests submitted to it hereunder the Architectural Review Committee may vary its standards among such areas to reflect such differing characteristics. Accordingly, the fact that the Architectural Review Committee may approve or disapprove a request pertaining to a Lot in one area shall not serve as precedent for a similar request from a Lot Owner in another area where the latter has relevant characteristics differing from the former.

No request for approval shall be valid or require any action unless and until all assessments on the applicable Lot (and any interest and late charges thereon) have been paid in full.

The Architectural Review Committee shall not unreasonably withhold its approval of the installation of hurricane shutters or similar equipment; provided,

however, that the Board of Directors of the Association is expressly authorized to adopt reasonable rules and regulations governing when such shutters are kept in a closed position.

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 lighting, mailboxes, exterior paint or finish, awnings, shutters, hurricane protection, permanent basketball hoops (temporary basketball hoops are permitted; however, rules governing the use, storage and times of play shall be established by the Board), swing sets or play apparatus, decorative plaques or accessories, birdhouses, outdoor children's recreational equipment, artwork of any kind, signs, flags, banners, sculptures, fountains, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering, 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 Lot 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 Architectural Review Committee have been approved, if at all, in writing and all necessary governmental permits are obtained. Fences, walls and similar improvements shall be governed by Section 7.19 herein. Conversions of garages to living space or other uses are prohibited. Each building, wall, fence (if any) or other structure or improvement of any nature, together with landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved 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, as otherwise permitted by law. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval.

In the event that any new improvement or landscaping is added to a Home/Lot, or any existing improvement on a Lot is altered, in violation of this Section, the Association (through its Designated Permittees, shall have the right as invitee and an with power of easement and license), after prior notice and hearing, as otherwise provided for concerning special assessments, in Section 5.3, *ante*, to enter upon the applicable Lot and remove or otherwise remedy the applicable violation. 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), as earlier set forth in Section 6.6, shall be a special assessment against the Lot, which assessment shall be payable upon demand and secured by the lien for assessments provided for in this Declaration.

Without limiting the generality of Section 7.1 hereof, the foregoing provisions shall not be applicable to Declarant or its affiliates or designees or the Master

Developer or their affiliates or to construction activities conducted by the Declarant, the Master Developer or their affiliates.

Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ARC. Homes shall be repainted within forty-five (45) days of notice by the ARC.

This Section 7.14 is subject to those provisions in the Master Declaration regarding the ARC, including, without limitation, Article 13 thereof.

- 7.15. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by (i) the Board, or by (ii) the ARC and approved by the Board, from time-to-time.

The Community Standards shall be effective from the date of adoption, shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed.

- 7.16. Commercial Vehicles, Trailers, Campers and Boats. No motorcycles, jetskis, jetski trailers, nor any vehicle having a shell, camper or other attachment, or commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place within Mirabella, nor in dedicated areas, except in enclosed garages. For purposes of this Section, "commercial vehicles" shall mean those which are designed for use in a commercial enterprise and have some indicia of commercial use evident from an inspection of the vehicle. 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 providing pickup and delivery, nor to passenger-type vans with windows for personal use which are in acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or its affiliates. In all cases, vehicles kept within Mirabella shall be roadworthy including, without limitation, as to not having flat tires, being in operating condition and having a current license plate/registration. All Lot Owners and other occupants of Homes are advised to consult with the Association prior to purchasing, or bringing into Mirabella, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within Mirabella.

7.17 Parking of Vehicles, Restrictions, Violations

No vehicles of any type shall be parked on any portion of the Common Properties (including roadways and cul de sacs), except as otherwise specifically permitted

by the Board, adopted as a rule and regulation, and any portions of a Lot other than its driveway (which prohibition shall include, without limitation, parking on swales or the sidewalk between the driveway and the apron of the given Lot) and/or garage. 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.

Vehicles of Lot Owners, their invitees, or commercial vehicles temporarily parked on the common ways shall, in all instances park ONLY on the "odd numbered" sides of the street; provided however that no such otherwise permitted parking is allowed between the hours of midnight and six (6) AM, in any instance.

Subject to the foregoing and applicable laws and ordinances, or declarations, *ante*, any vehicle parked in violation of any restrictions contained herein or in the rules and regulations now or hereafter adopted, may be towed by order of the Association at the sole risk and expense of the owner of such vehicle without prior notice.

In the event there shall occur a declared public emergency by Federal, State, County, or municipal authorities, limiting or restricting parking on public ways within the City of Palm Beach Gardens, the Association shall be permitted to mandate compliance therewith on the common ways of the Association, without prior notice.

In the event a parked vehicle shall, at any time, and in any instance: (i) prevent or impede ingress or egress of fire, police, ambulance, or other public safety vehicles; or (ii) cause or result in impaired visibility, or ingress or egress, to both moving vehicles and pedestrians on or about the common property, including roadways, of the Association; in any such event, the Association shall be permitted to remove the same from the ways of the Association, without prior notice.

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 to receive it for any other reason, shall be grounds for relief of any kind.

- 7.18. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be kept out of doors except as permitted by the Association. The requirements from time to time of the Board of Directors and/or the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash placed outdoors on a curb must be in a suitable metal or plastic container with a lid which is held down by a bracket or other closure device. Garbage must be maintained in accordance

with the requirements of the Board of Directors and may not be placed out for collection sooner than six (6) PM on the evening prior to scheduled collection and must be removed before 6 PM on the day of collection. In the event that governmental disposal or collection of waste is not provided to individual Homes or Lots, garbage, refuse, trash or rubbish shall be collected by a private entity hired by the Association.

- 7.19. Fences, Walls and Hedges. No fence, wall, hedge, enclosure (i.e., screen) or other structure shall be erected on any Lot, except as originally installed by Declarant or its affiliates or as approved by the Architectural Review Committee as provided in the Master Declaration. In considering any request for approval of a hedge or other landscaping, the Architectural Review Committee shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or the Common Properties and may condition its approval on the hedge or other landscaping being kept to a specific height by the Association.
- 7.20. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of Mirabella which would be visible from other Lots or the Common Property.
- 7.21. Home 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 Review Committee for energy conservation purposes.
- 7.22. Exterior Antennas. No exterior antennas or satellite dishes or similar equipment shall be permitted on any Lot or improvement thereon, except for satellite dishes which are installed no higher than forty-eight inches (48") off of the ground, are less than twenty-four inches (24") in diameter, or as otherwise limited by FCC regulations, and are screened from view in all directions to the satisfaction of the Architectural Review Committee and provided that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.
- 7.23. Lakes and Water bodies. No swimming, boating (including, but not limited to inflatable boats, canoes, sailboats, and motorboats), rafting, diving, or fishing is permitted in any lake or other body of water located in the Common Properties ("Lake"). Neither Declarant, Master Developer, Club Owner, the Association nor the Master Association makes any representation about water quality in any Lake. Declarant and/or Association shall not be obligated to erect fences, gates, or walls around or adjacent to any water body or waterfall within Mirabella. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a water body but within the boundary of a Home with the prior approval of the ARC. No fence or other structure may be placed within any lake maintenance easement except by Declarant, the Association or the Master

Association. Swimming will not be permitted in any water body. No docks may be erected within any water body forming part of the Common Properties. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH LOT OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. WATER LEVELS WILL RISE AND FALL AND MAY NOT BE AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

In addition to the foregoing, each Lot Owner hereby stipulates and agrees that any and all conservation areas required by the Agencies (as defined below) or such other governmental authority to be located within Mirabella shall be dedicated as Common Properties and shall be the perpetual responsibility of the Association or Master Association and may in no way be altered from the natural or permitted state. Activities prohibited within any and all conservation areas which may be required to be located within Mirabella, include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception of "exotic" and/or "nuisance" vegetation removal); excavation; dredging or removal of soil material; diking or fencing (unless same is installed by the Association or Master Association to protect plants) and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Furthermore, the Northern Palm Beach County Improvement District and the Seacoast Utility Authority (together, the "Agencies", sometimes individually referred to as "Agency") require littoral zone lake plantings to be installed and maintained in certain lake areas in Mirabella. These plantings may not be disturbed, trimmed or removed by any other persons other than the Master Association. The ongoing maintenance, cost and perpetual obligation of such plantings shall remain the responsibility of the Association after Class B membership in the Association ceases and the Declarant's representatives resign from the Board of Directors. Any Lot Owner who damages the referenced plantings shall be solely responsible for the cost of repairing same, as well as any fines, costs, or other charges imposed by the Agencies or any other agency or governmental entity arising from such damage. ALL LOT OWNERS SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT VIEWS OF CERTAIN AREAS, INCLUDING, BUT NOT LIMITED TO, ANY LAKES OR OTHER BODIES OF WATER IN OR OUTSIDE OF MIRABELLA MAY BE ALTERED BY THE PRESENCE OF SUCH PLANTINGS.

All work pursuant to this Section 7.23 and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

Without limiting the foregoing, each Lot Owner shall also be subject to the littoral zone restrictions set forth in Section 7.31 of this Declaration.

- 7.24. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ARC, which approval shall conform to the requirements of this Declaration.
- 7.25. Boat Storage. All boats must be stored in an enclosed garage, except when subjected to infrequent repair or maintenance which shall only take place between the hours of 8am and 6pm.
- 7.26. Valet Parking. Lot Owners who have guests arriving in ten or more cars must provide for valet parking in accordance with Regulations promulgated by the Board.
- 7.27. Security Guards. The Association may engage independent contractors as guards to monitor the property and may determine to so engage a guard company that utilizes armed guards. The Association shall not be liable in any instance for any damage to property, personal injury, or death arising from deeds or actions of such independent contractors, whether on Common Property, or on that of an Owner. This limitation is not intended to preclude action by an owner against said independent contractor.

Notwithstanding any other language contained in the governing documents of the Association, the Association shall not be considered in any manner whatsoever as an insurer or guarantor of safety or security within the community. The guest screening services provided by the Association are intended to limit access to the community only to residents and authorized visitors; however, the Association cannot assure lot owners that unauthorized individuals will not enter the community despite the Association's best efforts to prevent such occurrences. The Association's gatehouse and other security related services are intended to provide for the general security of the property and residents as a whole. Under no circumstances should such services be construed as being intended to provide for the individual security needs or protection of any particular resident or guest. No obligation of the Association to provide for "safety" or "security" in the governing documents shall be construed as a contract or covenant to provide personal protection services to any lot owner, guest, resident or invitee. The Association shall not be responsible for any loss or damage to any person or their property by reason of a failure to provide security services or because of a failure of the effectiveness of security measures undertaken by the Association. Neither the Association, its Board of Directors nor any committee established by the Association makes any representations or warranties, whether express or implied regarding the effectiveness of any security measures undertaken on behalf of the residents.

- 7.28. Servants. Servants and domestic help of any Lot Owner shall be subject to all of the terms and conditions of this Declaration and the Rules and Regulations in the same manner as the Lot Owner who employs them, and they shall be the sole responsibility of such Lot Owner.
- 7.29. Motor Vehicles. Unless otherwise permitted by law, no unlicensed or other self-propelled conveyances, motor bikes or motor scooters may be used at Mirabella. If so permitted by law, the same shall, at all times, be operated only by a person then having a valid state driver's license for operation of a motor vehicle.
- 7.30. Members' Permittees. No Lot or Home shall be occupied by any person other than the Lot Owner(s) thereof and the applicable Members' Permittees and in no event other than as a residence. For purposes of this Declaration, Member's Permittees shall be the following persons and such persons' families, provided that the Lot Owner or other permitted occupant must reside with his/her family: (a) an individual Lot Owner(s), (b) an officer, director, stockholder or employee of a corporate owner, (c) a partner in or employee of a partnership owner, (d) a fiduciary or beneficiary of an ownership in trust, or (e) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. Under no circumstances may more than one family reside in a Home at one time. The provisions of this Section shall not be applicable to Homes used by the Declarant for model apartments, guest accommodations, sales offices or management services. 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 Home as or together with the Lot Owner or permitted occupant thereof, as well as any live in household help of any Lot Owner or permitted occupant. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Home. Unless otherwise determined by the Board of Directors of the Association, a person(s) occupying a Home 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 provisions of Article 8 and the Board of Directors of the Association shall enforce, and the Lot Owners shall comply with, same with due regard for such purpose.
- 7.31. Disturbance of Littoral Zone Lake Plantings. No person shall disturb any of the littoral zone planting and any person disturbing same shall be responsible for the expense of replacing or repairing such littoral zone plants, and same may be specially assessed against any Lot owned by such person.

In addition to the foregoing, each Lot Owner hereby stipulates and agrees that any and all conservation areas required by the Agencies (as defined in Section 7.23 above) or such other governmental authority to be located within Mirabella shall

be dedicated as Common Properties and shall be the perpetual responsibility of the Association and may in no way be altered from the natural or permitted state. Activities prohibited within any and all conservation areas which may be required to be located within Mirabella, include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception of "exotic" and/or "nuisance" vegetation removal); excavation; dredging or removal of soil material; diking or fencing (unless same is installed by the Association to protect plants) and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Furthermore, one (1) or both of the Agencies require littoral zone lake plantings to be installed and maintained in certain lake areas in Mirabella. These plantings may not be disturbed, trimmed or removed by any other persons other than the Association or Master Association. The ongoing maintenance, cost and perpetual obligation of such plantings shall remain the responsibility of the Association after Class B membership in the Association ceases and the Declarant's representatives resign from the Board of Directors. Any Lot Owner who damages the referenced plantings shall be solely responsible for the cost of repairing same, as well as any fines, costs, or other charges imposed by the Agencies or any other agency or governmental entity arising from such damage. ALL LOT OWNERS SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT VIEWS OF CERTAIN AREAS, INCLUDING, BUT NOT LIMITED TO, ANY LAKES OR OTHER BODIES OF WATER IN OR OUTSIDE OF MIRABELLA MAY BE ALTERED BY THE PRESENCE OF SUCH PLANTINGS.

All work pursuant to this Section 7.31 and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith.

Without limiting the foregoing, each Lot Owner shall also be subject to the littoral zone restrictions set forth in Section 7.23 of this Declaration.

- 7.32. Natural Gas Service. All Homes shall be constructed with gas lines to permit natural gas service to Homes for stoves, clothes dryers and water heaters as more particularly provided in the Master Declaration. The Declarant, Master Association, Master Developer, Club Owner and Association shall not be liable to the Lot Owner for any interruption in gas service, the quality of service, the source of gas or any loss or damage to any property, real or personal, caused by providing or not providing gas service.
- 7.33. Home Office. No Lot Owner shall be permitted to utilize his/her Home or any portion of his/her Lot or Lots as an office for professional or commercial purposes unless (a) the Lot Owner obtains an occupational license for such use and is otherwise fully in compliance with all applicable laws, statutes, codes, ordinances

and other agreements with government and quasi-governmental offices and (b) such use will not unduly disturb (e.g., without limitation, excessive visitors and/or deliveries) other Lot Owners' quiet enjoyment of their Homes and the Common Properties. Except for subsection (b), above, the foregoing provision shall not apply to home offices which are solely staffed by a Lot Owner who is a natural person and/or his or her immediate family.

- 7.34. Extended Vacation and Absences. In the event a Home will be unoccupied for a period exceeding three (3) consecutive months, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The Name of the designee shall be furnished to Association. Association shall have no responsibility of any nature relating to any unoccupied Home. No Lot Owner shall install hurricane shutters on his/her Home prior to departure except as provided in the Rules and Regulations.
- 7.35. Variances. Intentionally Redacted
- 7.36. Applicability to Builders. Intentionally Redacted
- 7.37. Additional Rules and Regulations. Attached hereto as Exhibit "D" are certain additional rules and regulations of the Association which are incorporated herein by this reference and which, as may the foregoing, may be modified, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the public records.

ARTICLE 8.

RESALE AND LEASE RESTRICTIONS

- 8.1. Resale. No Lot Owner, other than the Declarant, may sell or convey his interest in a Lot 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 Lot Owner. If all such sums shall have been paid, the Association shall deliver such certificate within seven (7) days following a written request therefore. The Lot Owner requesting the certificate may be required to pay to the Association a reasonable fee to cover the costs of preparing the certificate and examining records. No resale shall be concluded with any person the subject of Sub-Paragraph 8.3(e)
- 8.2. Leases. No portion of a Lot (other than an entire Lot and the Home therein) 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, the Articles of Incorporation and By-Laws

of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing Mirabella or administered by the Association. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home or Lot. All leases or occupancy agreements shall be in writing, shall include an address and phone number for both the Lot Owner and the tenant, and a copy of all leases of Homes or Lots shall be provided to Association within ten (10) days of execution. No Home or Lot may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Lot Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than four (4) months.

Owners wishing to lease their Lots and Homes 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 Properties or other portions of Mirabella 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 Lot 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 affect 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 Lot Owner within ninety (90) days after the tenant vacates the Lot.

- 8.3 No Owner may transfer any interest in a Lot by sale, lease, transfer, gift, inheritance or any other manner without the prior written consent of the Association through its Board of Directors or a committee appointed to consider such applications. Approval shall not be unreasonably withheld.

The consent of the Association that is required for any such transfer concerning a Lot shall be obtained in the following manner:

- a) A Lot Owner intending to sell or lease his Lot or any interest in it shall send by registered or certified mail, return receipt requested, to the Association at its principal place of doing business written notice of such intention, together with such information concerning the intended purchasers, as the Association may reasonably require. In the event the application is for a sale, such notice, at the Lot Owner's option, may include a demand by the Lot Owner that the Association furnish a purchaser of the Lot if the proposed purchaser is not approved. If such demand is made, the notice shall be accompanied by a fully executed copy of the proposed contract to sell.

b) A Lot Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall send by registered or certified mail, return receipt requested, to the Association at its principal place of doing business, notice of the acquiring of its title together with such information concerning the Lot Owner as the Association may reasonably require, including a certified copy of the instrument evidencing the Owner's title.

c) Within fifteen (15) days after receipt of the requisite notice and all information concerning the proposed purchaser or occupants/lessees that the Association may request and after an interview, if required by the Board or committee, the transaction shall be approved or denied. The decision shall be provided to the lot owner in writing.

d) If the proposed purchaser of a Lot is a corporation, the approval of ownership by the corporation will be conditioned upon occupancy of the Lot being limited to one Officer or Director of the corporation and his immediate family (limited to sons, daughters, parents, spouse and parents of spouse) and guests. No guest may occupy the Lot unless the identified officer or a director or one of the listed family members is also present at the same time. The corporate owner shall provide to the Association a written certificate designating that Officer or Director who will occupy the Lot owned by the corporation. The corporation may amend such designation of the Lot occupant only with the prior written approval of the Association and no more frequently than annually.

e) The Association may charge a reasonable fee determined by the Board of Directors for processing the request for approval that is required herein. Said fee shall be no less than \$100.00 and no higher than that which is allowed by Florida law.

The following circumstances shall be considered violations of these Covenants and Restrictions and the Association may disapprove an application to lease or sell where any of the following circumstances exist:

1. There are any unresolved violations of the governing documents or rules by the Owner of the lot to which the application relates;

2. The application reflects (or the Association otherwise discovers) that the applicant would, upon taking occupancy of the premises be in violation of a provision of these covenants;

3. The owner is delinquent in the payment of any sums owed the Association whether said sums are in the form of a lien for delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing owner;

4. Any proposed owner or occupant of the subject property is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list; or

5. Any proposed owner or occupant of the subject property has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon.

6. The Association shall have no affirmative duty to conduct any investigation to determine whether an applicant is either on a list such as that described in paragraph 4 or whether the applicant is a felon as described in paragraph 5 and shall have no liability to any third party should an application be approved for an applicant who is discovered to be in violation of the provisions of those paragraphs.

ARTICLE 9.

ENFORCEMENT

9.1. Compliance by Members and Members' Permittees. All Members and all Members' Permittees shall comply with the governing documents, including, without limitation, those 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 of the Association, or any other agreement, document or instrument affecting Mirabella or administered by the Association, or a committee designated by the Board.

9.2. Enforcement. Failure of a Member or the Member's Permittees to comply with such governing documents, restrictions, covenants or rules and regulations (including the non payment of assessments) 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 Association shall have the right to suspend the rights of use of Common Properties (except for vehicular and pedestrian ingress to and egress from the Lot Owner's Lot and vehicle parking of defaulting Members and their Members' Permittees). The offending Member or Member's Permittee shall be responsible for all costs of enforcement including attorneys' and paralegals' fees actually incurred and court costs, including those relating to appeals.

9.3. Fines and Suspensions. In addition to all other remedies, in the sole discretion of the Board, a suspension of the right to use common property or fines may be imposed upon a Member or a Member's Permittee provided the following procedures are adhered to:

(a) Notice: At least fourteen days prior to the levy of a fine or suspension, the Association, shall notify the Member or the Member's Permittee in writing of the alleged infraction, or infractions, its proposed remedy and its intent to levy a fine and/or a suspension. Prior to the levy of the fine or suspension, the Member or Member's Permittee shall have the opportunity for a hearing before a panel of the grievance committee (which committee shall not consist of any officer, director, or employee of the Association or any spouse, parent, child, or sibling of any officer, director, or employee). If the Member or the Member's Permittee denies liability, the reasons for the denial must be provided to the committee in writing delivered by certified mail, return receipt requested prior to the date of the hearing. Included in the notice provided for herein shall be a date and time of the hearing at which the Member or the Member's Permittee may present reasons why the fine and/or suspensions should not be imposed.

(b) Hearing: The alleged noncompliance shall be presented to said grievance committee panel after which the committee shall hear reasons why the proposed fine(s) and / or suspension(s) should not be imposed. The Member or Member's Permittee shall have a right to be represented by counsel and to cross-examine witnesses. If the said committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(c) Amounts: Fines shall not exceed \$100.00 per day for each infraction, provided however, with respect to an infraction of a continuing nature, the fine may be in an amount equal to \$100.00 for each day that the infraction continues, without any aggregate limitation.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition of the fine and shall thereafter bear interest at a rate to be determined in each instance as set forth in Section 6.6.

(e) Collection of Fines: A fine may, to the extent not prohibited by law, may also be treated as an assessment, including lien rights.

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

(g) 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; including without limitation, use of legal process; provided, however, any penalty paid by the offending Lot Owner shall be deducted or offset against any damages which the Association may otherwise be entitled to recover by law from such Lot Owner.

(h) The Association may collect its costs and attorney fees incurred in an effort to collect fines.

- (i) The notice and hearing requirements of this subsection do not apply to suspensions or fines imposed for the failure of a Lot Owner to pay assessments or other charges due the Association.

ARTICLE 10.

INSURANCE

- 10.1. Common Properties. The Association shall keep all improvements, facilities and fixtures located within the Common Properties, 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, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable including, without limitation (but without the obligation to procure the same) flood and/or hurricane insurance. The Association may also insure any other property, whether real or personal, owned by the Association, 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 shall be written in the name of, and the proceeds thereof shall be payable to, the Association. 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: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

Insurance obtained by the Association shall, at a minimum, comply with the applicable provisions of Section 7.1 of the Master Declaration, with regard to insurance on the Common Area. All such policies shall provide for a certificate of insurance to be furnished to the Master Association.

In addition to any requirements imposed by the Master Association, all liability and casualty insurance policies acquired by the Association shall name the Association and Master Association as additional insureds and shall require that the Association or Master Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by the Master Association, individual Lot Owners,

occupants, or their first mortgagees. The insurance carried by the Association shall be primary.

- 10.2. Replacement or Repair of Property. In the event of damage to or destruction of any portion of the properties insured by the Association, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.
- 10.3. 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, the Members, Declarant 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.
- 10.4. 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 the Common Properties (but not the Lots), 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 each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Properties, 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 deems appropriate. All insurance policies shall be reviewed periodically by the Board of Directors and the limits increased in its discretion.

The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board 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 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.

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

ARTICLE 11.

DAMAGE OR DESTRUCTION TO INSURED PROPERTIES

- 11.1. Casualty. Damage to or destruction of all or any portion of the properties insured by the Association (the "Insured Properties") shall be handled in the following manner, notwithstanding any provision in this Declaration to the contrary:
- (a) In the event of damage to or destruction of the Insured Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Insured Properties to be repaired and reconstructed substantially as it 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 Insured Properties, then the Association shall cause such portions of the Insured Properties to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital improvement assessment against each of the Lot Owners in equal shares.
 - (c) If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars (\$500,000.00) to effect total restoration of the Insured Properties, then by written consent or vote of a majority of each class of the Members, they shall determine, whether (1) to rebuild and restore the Insured Properties 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 Insured Properties in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Insured Properties shall be effective without the written approval of the Board and the

Architectural Review Committee, either of which can require rebuilding as they deem appropriate.

(d) Each Member shall be liable to the Association for any damage to the Insured Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an 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 Lot/Home, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

- 11.2. Casualty to a Home. In the event that any Home is destroyed by fire or other casualty, the Lot Owner of such Home shall do one of the following: the Lot Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Lot Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ADS ("Required Demolition"). If a Lot Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Lot Owner's receipt of the insurance proceeds respecting such Home. If a Lot Owner elects to perform the Required Demolition, the Required Demolition must be completed within four (4) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion. If a Lot Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Homes separated by party walls shall not be required to perform the Required Demolition, but all Lot Owners of damaged or destroyed Homes with party walls shall perform the Required Repair with respect to such Homes. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against a Lot Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against a Lot Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.
- 11.3. Standard of Work for Home Casualty. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the ADS and any other standards established by Association with respect to any casualty that affects all or a portion of Mirabella.

- 11.4. Additional Rights of Association for Home Casualty. If a Lot Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Lot Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an assessment against the Lot Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.
- 11.5. Association Has No Liability for Home Casualty. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, Declarant, Master Developer, and/or Master Association shall not be liable to any Lot Owner should a Lot Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

ARTICLE 12.

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 Lot Owners and Mortgage Lenders, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, By Laws 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 a Lot Owner in the performance of such Lot Owner's obligations under this Declaration, the Articles of Incorporation or the By Laws 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 Properties.

(b) Any holder, insurer or guarantor of a mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common

Properties, (ii) a sixty (60) day delinquency in the payment of the assessments on a mortgaged Lot, (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 Mortgage Lenders.

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

- (i) by act or omission seek to sell or transfer the Common Properties and any improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the Declarant or the transfer of the Common Properties to another similar Association of the Lot Owners in accordance with the Articles of Incorporation of the Association or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);
- (ii) change the basic method of determining the obligations, assessments, dues or other charges which may be levied against a Lot, except as provided herein with respect to future Lots;
- (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 Mirabella;
- (iv) fail to maintain fire and extended insurance on insurable portions of the Common Properties as provided herein; or
- (v) use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of the improvements.

ARTICLE 13.

GENERAL PROVISIONS

- 13.1. Duration. The covenants and restrictions of this Declaration shall run with and bind Mirabella, and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Master Developer, the Master Association, the Club Owner (as to the Club and/or Club Charges), the Architectural Review Committee and the Lot 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 Lot Owners of 75% of all the

Lots subject hereto and 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke (unless consented to by 100% of the Lot Owners) 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 Lot Owner at least ninety (90) days in advance of any signatures being obtained.

- 13.2. Notice. Any notice required to be sent to any Member or Lot Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Lot Owner on the records of the Association at the time of such mailing.
- 13.3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity by the Declarant, the Association, the Club Owner (as to the Club and/or Club Charges), the Master Association or any Lot Owner against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any action to enforce these covenants shall be entitled to receive, from the nonprevailing party or parties, all attorneys' and paralegals' fees and court costs actually incurred by the prevailing party, including those for any appeals.
- 13.4. 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.
- 13.5. Ratification. Each Lot Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Home, by reason of occupancy, shall be deemed to have acknowledged and agreed (i) that all of the provisions of this Declaration, and the Articles and By Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects, and (ii) to automatically consent to any rezoning, replatting, creation of a special taxing district, covenant in lieu of unity of title, change, addition or deletion made in, on or to Mirabella by the Declarant and in such regard, each Lot Owner, or occupant of a Home, hereby designates the Association to act as agent and attorney-in-fact on behalf of the Lot Owner to consent to any such rezoning, replatting, creation of a special taxing district, covenant in lieu of unity of title, change, addition or deletion. If requested by the Declarant, each Lot Owner shall evidence their consent to a rezoning, replatting, creation of a special taxing district, covenant in lieu of unity of title, change,

addition or deletion in writing (provided, however, that the refusal to give such written consent shall not obviate the automatic effect of this provision).

- 13.6. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time, in whole or in part, by approval at a meeting of Lot Owners by those Lot Owners holding not less than a majority of the voting interests of the entire membership in the Association (as opposed to only those Members represented at a meeting of the Association) whose votes may be cast in person or by proxy; provided, however, that so long as the Declarant or its affiliates is the Lot Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole opinion of the Declarant, affects its interest. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Mirabella, additions or deletions from the properties comprising the Common Properties. Such changes shall not include changes in the Rules and Regulations, which may be made by majority vote of the Board; said changes to Rules and Regulations being at all times reserved to it. No provision of this Declaration may be amended if such provision is required to be included herein by any code, ordinance, law or statute of Palm Beach County, Florida or of the City. The foregoing sentence may not be amended.
- 13.7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.
- 13.8. Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the exhibits attached hereto or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By Laws and applicable rules and regulations; and the By Laws shall take precedence over applicable rules and regulations, all as amended from time to time.
- 13.9. Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Association or the Architectural Review Committee, such consent, approval or action may be withheld in the reasonable 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 Declarant 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 Declarant, Association or the Architectural Review Committee, as appropriate. This Declaration shall be interpreted by the Declarant and an opinion of Declarant's counsel to the Association rendered in good faith that a particular

interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

13.10. 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 Lot Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Lot 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.

13.11. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF MIRABELLA ARE HEREBY PLACED ON NOTICE THAT DECLARANT, MASTER DEVELOPER, MASTER ASSOCIATION AND/OR THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO MIRABELLA. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF MIRABELLA, 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 MIRABELLA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NONWORKING HOURS), (iii) DECLARANT, MASTER ASSOCIATION, MASTER DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF MIRABELLA HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (v) THIS ACKNOWLEDGMENT

AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF MIRABELLA.

- 13.12. Expansion and Modification of Off-Site Roadways and Utilities Thereon. Each Lot Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Home, by reason of occupancy, acknowledge and agree that certain roads, including, but not limited to HOOD ROAD AND/OR JOG ROAD which ARE located along and adjacent to MIRABELLA may, at any time in the future, be expanded with more traffic lanes or as may be otherwise modified.

ADDITIONALLY, EACH LOT OWNER, BY REASON OF HAVING ACQUIRED OWNERSHIP (WHETHER BY PURCHASE, GIFT, OPERATION OF LAW OR OTHERWISE), AND EACH OCCUPANT OF A HOME, BY REASON OF OCCUPANCY, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED AND EACH SUCH LOT OWNER, OCCUPANT AND USER OF MIRABELLA ARE PLACED ON NOTICE THAT (I) IN ORDER FOR FLORIDA POWER & LIGHT TO PROVIDE UTILITY SERVICES TO MIRABELLA, POWER LINES, POLES AND TRANSFORMERS MAY BE ADDED, MOVED OR EXPANDED AROUND THE PERIMETER OF MIRABELLA AND/OR ON EITHER SIDE OF HOOD ROAD AND/OR JOG ROAD; AND (II) ANY SUCH EXPANSION, ADDITION OR MOVEMENT OF THE SUBJECT POWER LINES, POLES AND/OR TRANSFORMERS MAY RESULT IN THE PLACEMENT OF OVERHEAD POWERLINES NEAR MIRABELLA, WHICH MAY BE VISIBLE FROM ALL DIRECTIONS.

ADDITIONALLY, EACH LOT OWNER, BY REASON OF HAVING ACQUIRED OWNERSHIP (WHETHER BY PURCHASE, GIFT, OPERATION OF LAW OR OTHERWISE), AND EACH OCCUPANT OF A HOME, BY REASON OF OCCUPANCY, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED AND EACH SUCH LOT OWNER, OCCUPANT AND USER OF MIRABELLA ARE PLACED ON NOTICE OF THE EXISTENCE OF A PARK NEXT TO MIRABELLA CONTAINING AN OUTDOOR BALL FIELD WITH LIGHTING THAT MAY BE NOTICEABLE BY LOT OWNERS, THEIR GUESTS AND LICENSEES, AND BY MEMBERS' PERMITTEES, AND MAY CAST ADDITIONAL LIGHT ON LOTS AND/OR THE COMMON PROPERTIES, AND THAT THE EXISTENCE OF SUCH PARK AND/OR PRESENCE OF SUCH LIGHT WILL NOT BE DEEMED A NUISANCE.

- 13.13. Notices and Disclaimers as to Community Systems. Declarant, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems.

DECLARANT, THE ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES 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 property receiving security services through the Community Systems agrees that Declarant, the Association or any successor, assign or franchisee thereof and any Operator assumes 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. Every owner or occupant of property obtaining security services through the Community Systems 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 Declarant, the Association, any franchisee of the foregoing and the Operator or their successors or assigns, 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 an officer, agent or employee of Declarant, the Association or any franchisee, successor or design of any of same or any Operator. Further, in no event will Declarant, the Association, any Operator or any of their franchisees, successors or assigns, be

liable for consequential damages, wrongful death, personal injury, commercial loss or punitive damages.

In recognition of the fact that interruptions in cable television, other Community Systems and the front entry gate system, services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

- 13.14. Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE MASTER DEVELOPER, MASTER ASSOCIATION, ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, USE, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN OR NEAR THE PROPERTIES, 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. THE USE OF WATER BODIES AND LAKES SHALL NOT BE THE RESPONSIBILITY OF THE LISTED PARTIES.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES OR USING ANY WATER BODY 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.

- 13.15. Dining Club on Adjacent Parcel. ALL LOT OWNERS AND USERS OF ANY PORTION OF MIRABELLA ARE HEREBY NOTIFIED THAT THERE IS AN APPROXIMATELY SIX AND THREE-QUARTERS (6.75) ACRES PARCEL OF PROPERTY WHICH LIES ALONG THE NORTHERN BOUNDARY LINE OF MIRABELLA (FRONTING HOOD ROAD) AND IS NOT OWNED BY THE DECLARANT OR MASTER DEVELOPER (THE "ADJACENT PARCEL"). THE ADJACENT PARCEL CONTAINS A SOCIAL AND DINING CLUB AND IS THE LOCATION FOR VARIOUS EVENTS

INCLUDING, WITHOUT LIMITATION, PICNICS, BARBEQUES, WEDDINGS, ANNIVERSARY PARTIES, AND OTHER FUNCTIONS. SUCH EVENTS TAKE PLACE BOTH INDOORS AND OUTDOORS, AND DURING BOTH DAYTIME AND NIGHTTIME HOURS.

13.16. Certain Reserved Rights of Declarant with Respect to Community Systems.

Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, Telecommunications Providers, and other companies licensed to provide CATV, voice, data, phone, and/or natural gas systems in Palm Beach County, Florida, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of Palm Beach County); and

(c) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

THE DECLARANT MAY CONTINUE TO CONTROL AND RECEIVE REVENUE FOR THE SYSTEMS DESCRIBED IN THIS SECTION 13.15 AFTER CLASS B MEMBERSHIP TERMINATES IN THE ASSOCIATION AND THE DECLARANT HAS RESIGNED FROM THE BOARD OF DIRECTORS. FURTHER, AS SET FORTH IN SECTION 4.9 ABOVE, DECLARANT SHALL HAVE THE RIGHT TO RECEIVE COMPENSATION FROM THE PROVIDER(S) OF COMMUNITY SYSTEMS OR PUBLIC OR PRIVATE UTILITIES FOR PERMITTING SAME TO BE LOCATED IN AND USED AT MIRABELLA, INCLUDING, BUT NOT LIMITED TO, THE LOT OWNERS, AND SUCH COMPENSATION SHALL BE CONTINUED TO BE PAID TO

DECLARANT BY SUCH PROVIDER SUBSEQUENT TO ANY TRANSFER TO THE ASSOCIATION, THE SALE OF ALL THE LOTS, OR FOR ANY OTHER EVENT.

- 13.17. Disclaimer of Warranties. TO THE MAXIMUM EXTENT LAWFUL AND UNLESS CLEARLY AND ABSOLUTELY PROHIBITED BY LAW, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND HABITABILITY, ANY WARRANTIES IMPOSED BY STATUTE AND ALL OTHER IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED. DECLARANT HAS NOT GIVEN AND OWNER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES.

AS TO ANY IMPLIED WARRANTY WHICH CANNOT BE DISCLAIMED ENTIRELY, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (CLAIMS FOR SUCH SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES BEING CLEARLY UNAVAILABLE IN THE CASE OF IMPLIED WARRANTIES WHICH ARE DISCLAIMED ENTIRELY ABOVE).

ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

ALL OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE accepted the Community Properties in their "AS-IS", "WHERE-IS" condition "WITH ALL FAULTS". EACH LOT OWNER BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE expressly acknowledged that: (I) neither the DECLARANT, ASSOCIATION, master developer, master association nor THE BOARD)have made and did not make any representations or warranties, expressed or implied, with respect to the COMMON PROPERTIES (including, without limitation, warranties of habitability, merchantability and/or fitness for a particular purpose), which might be deemed pertinent by ANY OWNER in determining to PURCHASE ANY LOT; (II) no such representations or warranties have been made and that SUCH OWNER is not relying upon same; AND (III) NEITHER THE DECLARANT, THE ASSOCIATION, THE MASTER DEVELOPER, THE MASTER ASSOCIATION NOR THE BOARD SHALL BE liable for or bound in any manner by any promises,

statements, representations or information pertaining to THE COMMON PROPERTIES made or furnished by any broker, real estate agent, employer, servant or any other person representing or purporting to represent THE DECLARANT, THE ASSOCIATION OR THE BOARD.

13.18. Liability of the Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION, MASTER DEVELOPER, MASTER ASSOCIATION OR THE CLUB OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, NOR IN ANY MANNER BE DEEMED A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF MIRABELLA, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, MEMBERS' PERMITTEES OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS.

13.19. Waiver of Jury Trial. The Declarant and each Lot Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Home, by reason of occupancy, hereby shall be deemed to have knowingly, voluntarily and intentionally waived the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Declaration or any document contemplated to be executed (or which may be executed) in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or any actions of the Declarant, Master Developer, Master Association, the Lot Owner or any such occupant, with respect to any matter arising out of or in any way related to the terms, conditions, liabilities or obligations arising under this Declaration or any document contemplated to be executed (or which may be executed) in connection therewith.

(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 MIRABELLA HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF MIRABELLA 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, 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 MIRABELLA (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION.

AS USED IN THIS SECTION, "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 SECTION SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

- 13.20. Interlocal/School Agreement. By receipt of a copy of this Declaration and acceptance of a Special Warranty Deed conveying a Lot or Lots to the respective Lot Owner(s), said Lot Owner(s) do hereby agree to join in and consent to any application, petition or agreement involving an Interlocal/School Agreement supported by Declarant and which will benefit MIRABELLA, in Declarant's sole and reasonable discretion. Lot Owner(s) additionally acknowledge that school boundaries periodically change within Palm Beach County and Declarant does not provide any warranty or guaranty to Lot Owner(s) as to a child's attendance at a specific school for a specific period of time.
- 13.21. Seacoast Utility Authority Wastewater Treatment Plant. EACH LOT OWNER ACKNOWLEDGES THAT MIRABELLA IS IN PROXIMITY TO THE SEACOAST UTILITY AUTHORITY WASTEWATER TREATMENT PLANT AND DEPENDING ON WIND DIRECTION, VELOCITY, VOLUME OF SEWAGE FLOWING TO THE PLANT, FLOW AND THE MANNER OF OPERATION OF THE PLANT, OBJECTIONABLE ODORS MAY EMANATE

FROM THE PLANT WHICH MAY BE NOTICEABLE BY LOT OWNERS, THEIR GUESTS AND LICENSEES, AND BY MEMBERS' PERMITTEES.

- 13.22. Covenants Running With The Land. Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 13.1 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 land and with title to Mirabella. Without limiting the generality of Section 13.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land 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 land; 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 affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.
- 13.23. Litigation. In furtherance of Section 3.7, *supra*, no judicial proceedings shall be commenced or prosecuted by the Association unless approved by a vote of the Members representing a majority of the total votes in the Association, or as otherwise permitted to the Board by law. This Section does not apply to (i) actions brought by the Association against parties to enforce the provisions of the Declaration, (ii) the imposition and collection of assessments, special assessments, or fines to the maximum dollar amount permitted to the Board, by law; (iii) proceedings involving challenges to ad valorem taxation (iv) seeking injunctive relief or restraining orders; or (v) counterclaims brought by the Association in proceedings instituted against it.
- 13.24. North County Airport. EACH OWNER ACKNOWLEDGES THAT MIRABELLA IS LOCATED WITHIN 4.5 MILES OF NORTH COUNTY AIRPORT, A GENERAL AVIATION RELIEVER AIRPORT. AIRPLANES OPERATING TO, FROM AND/OR NEAR NORTH COUNTY AIRPORT WILL BE NOTICEABLE AND AIRPLANE NOISE MAY BE OBJECTIONABLE.
- 13.25. Thoroughfares. EACH OWNER ACKNOWLEDGES THAT PORTIONS OF MIRABELLA OR CONTIGUOUS PROPERTY IS BEING DEVELOPED AS NORTH-SOUTH AND EAST-WEST THOROUGHFARES (JOG ROAD AND HOOD ROAD) DEDICATED TO THE COUNTY AND WILL BE MAINTAINED AS A COUNTY ROAD. IN THE FUTURE, SUCH THOROUGHFARES MAY BE EXPANDED AND COULD EVENTUALLY BECOME SIX-LANE PUBLIC ROADS IN ACCORDANCE WITH THE COUNTY THOROUGHFARE PLAN.

13.26. Water Levels. EACH OWNER ACKNOWLEDGES THAT ALL LAKES AND CANALS (SINGULARLY REFERRED TO AS "LAKE AREA" AND COLLECTIVELY REFERRED TO AS "LAKE AREAS") WITHIN MIRABELLA ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES INCLUDING SFWMD GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS OF WATER USE REQUIREMENTS. INCLUDING, WITHOUT LIMITATIONS, FLUCTUATIONS IN GROUND WATER ELEVATIONS, WATER USAGE BY THE SEACOAST UTILITY AUTHORITY ("S.U.A."), PRIORITIES ESTABLISHED BY GOVERNMENTAL AUTHORITIES, AND OTHER CAUSES OUT THE CONTROL OF DECLARANT, NPBCID, THE CITY, THE MASTER ASSOCIATION, COMMUNITY ASSOCIATIONS AND VILLAGE ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATIONS"), AND THE COUNTRY CLUB OWNER, THE WATER LEVELS IN THE LAKE AREAS, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF THE LAKE AREAS. THESE WATER LEVEL FLUCTUATIONS AND CHANGES IN THE APPEARANCE OF THE LAKE AREAS ARE CONSIDERED NORMAL OCCURRENCES, EACH OWNER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE DECLARANT, THE CITY, NPBCID, S.U.A., THE ASSOCIATIONS NOR THE COUNTRY CLUB OWNER, HAVE CONTROL OVER SUCH WATER LEVEL FLUCTUATION NOR ASSOCIATED IMPACTS TO PLANT GROWTH IN THE LAKE AREAS. THEREFORE, EACH LOT OWNER AGREES TO RELEASE AND HOLD HARMLESS DECLARANT, THE CITY, NPBCID, THE ASSOCIATIONS, S.U.A. AND THE COUNTRY CLUB OWNER (THE "RELEASES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO THE LAKE AREAS, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS, PERMITTING, CONSTRUCTION AND MAINTENANCE THEREOF. LOT OWNER SHALL NOT ALTER, MODIFY, EXPAND, OR FILL ANY LAKE AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT, NPBCID, THE CITY, THE U.S. ARMY CORPS OF ENGINEERS, SFWMD AND SUCH OTHER LOCAL, STATE AND FEDERAL AUTHORITIES AS MAY HAVE RELEVANT JURISDICTION OVER SUCH MATTERS. -

ARTICLE 14.

ADDITIONAL RIGHTS OF DECLARANT

- 14.1. Sales Office. For so long as the Declarant, or its nominee(s), owns any property in Mirabella or affected by this Declaration or maintain one or more offices for sales, construction and/or management purposes, the Declarant, or its nominee(s), shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development and sale of Lots and/or other properties owned by Declarant. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Mirabella, including Common Properties, employees or agents in the models and offices, use of the Common Properties and to show property. The sales office and signs and all items pertaining to development and sales remain the property of the Declarant, or its nominees.
- 14.2. Promotional Events. Declarant, Master Developer and their respective nominees shall have the right to hold marketing and promotional events within the Property and/or on the Common Properties, without any charge for use. Declarant or its nominees, agents, affiliates, or assignees shall have the right to market Mirabella in advertisements and other media by making reference to Mirabella, including, but not limited to, logos and pictures of drawings of Mirabella, Common Properties, and Homes constructed in Mirabella.
- 14.3. Modification. The development and marketing of Mirabella will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Mirabella to, as an example and not a limitation, amend the Plat, modify the boundary lines of the Common Properties, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, Master Developer, or their agents, affiliates, or designees may deem necessary or appropriate. Lot Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.
- 14.4. Use by Prospective Purchasers. While Class B Membership exists, Declarant shall have the right, without charge, to use the Common Properties for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Declarant outside of Mirabella.
- 14.5. Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Properties and shall be entitled to all income derived therefrom.

ARTICLE 15

MASTER ASSOCIATION

- 15.1. Master Declaration. Except as limited, or waived, by virtue of the Master Association, as aforesaid, by taking title to a Lot, each Lot Owner becomes subject to the terms and conditions of the Master Declaration for the Master Association. Among other things, that document provides that a Lot Owner shall become a member of the Master Association; shall acquire certain property rights to the Common Properties within Mirasol; and shall become subject to the assessments of the Master Association, which assessments may be collected by the Association upon the request of the Master Association.
- 15.2. Membership in Master Association. In accordance with the provisions of the Master Declaration, all Lot Owners shall be members in the Master Association.
- 15.3. Notice to the Master Association. To the extent not waived by the Master Association, as aforesaid, Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Properties, shall be promptly forwarded to the Master Association.
- 15.4. Priority of the Master Association / Association. To the extent applicable, the rules and regulations and assessment and lien rights of the Master Association shall control and take precedence over this Declaration and the assessment and lien rights of the Association. In the event of any inconsistency or conflict between the terms and provisions of the Master Declaration and related documents of the Master Association (collectively, the "Master Association Documents") and this Declaration, the Articles of Incorporation and the Bylaws of the Association (the "Association Documents"), the Master Association Documents shall control. This Declaration is and shall remain subject and subordinate to the Master Declaration.

In order to ensure compliance with the community-wide maintenance standards promulgated by the Master Association from time to time, the Master Association shall have the following rights and powers with respect to the Association:

- 15.5. Budgets. Each year, the Association shall submit its budget to the Board of the Master Association for review and approval. The Master Association's Board shall have the right to require such changes in the Association's budget as that Board deems appropriate and such changes shall be implemented by the Association.
- 15.6. Approval of Association Documents. To the extent applicable, the Master Association shall have the right to approve all Association Documents and all amendments thereto. The Association shall submit all proposed Association

Documents and amendments thereto to the Master Association for review and approval prior to recordation thereof

- 15.7. Enforcement of Association Documents. To the extent applicable, the Master Association shall have the power, but not the obligation, to enforce all rules and regulations promulgated by the Association, together with the terms and provisions of any Association Documents.
- 15.8. Dispute Resolution. To the extent applicable, the Master Association and/or the Association may, but shall not be obligated to, exercise jurisdiction over and act as arbiter with respect to any dispute between the Association and any other Association or area governed by any other Village Association within Mirasol, as defined in the Master Declaration.

ARTICLE 16.

IRRIGATION

- 16.1. Installation. The Association shall have the right to install and operate an underground irrigation and distribution system which will provide landscape irrigation to the Common Properties.
- 16.2. Maintenance of Irrigation System. A blanket easement is granted to the Association over each Lot and the Common Properties for the purpose of ingress and egress and designing, studying, mapping, engineering, constructing, maintaining, operating, installing and servicing any irrigation system installed by or on behalf of the Association provided the exercise of this easement shall not unreasonably interfere with landscaping and improvements on each Lot and the Common Properties.
- 16.3. Irrigation Service. If the Association provides irrigation service to Common Properties, the Association, in its sole discretion, shall develop an irrigation schedule for said areas and shall be the sole determinate of the timing and frequency of irrigation. The Association shall not be liable to the Lot Owners for any interruption in irrigation service, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or sod on Lots or the Common Properties caused by providing or not providing irrigation service. Lot Owners shall indemnify, defend and hold harmless the Association and its supervisors, officers, employees and agents against and in respect of, and reimburse the same on demand for any and all claims, demands, losses, costs, expenses, settlement, obligations, liabilities, damages, recourse and deficiencies including, but not limited to, interest, penalties, attorneys' fees and disbursements (even if incident to appeal) that the Association, their directors, officers, employees and agents incur or suffer which arise, result from or relate to any claim made by any party based on the installation, operation and maintenance of the irrigation system and the provision of irrigation service to each Lot or the Common Properties,

including, without limitation, property damage, personal injury or claims for inconvenience.

- 16.4. Irrigation Charges. For irrigation service provided to common areas, the Master Association may charge the Association a flat fee, a metered charge per 1,000 gallons and a fee with a base and variable usage component. Charges levied by the Master Association shall be calculated by the Master Association to cover all operations, maintenance and capital replacement costs of the irrigation system together with a reasonable profit and return on capital.
- 16.5. Source of Water. All Lot Owners acknowledge that irrigation water provided by the Association, if any, may not be potable water, but may be re-use water ("gray water"), surface water, well water or water withdrawn from lakes on or adjacent to Mirabella, which surface or lake water may be a mixture of effluent, surface water and water from underground wells. The party owning such source of irrigation may charge the Association for the provision of such water. SUCH GRAY WATER IS NOT SUITABLE FOR DRINKING AND MAY CAUSE HARM TO HUMANS OR PETS THAT CONSUME IT.
- 16.6. Owner's Obligation. In the event that the Association installs and/or operates an underground irrigation distribution system and makes the same available to some or all Lot Owners, Lot Owners are not obligated to use such underground irrigation and distribution system, but may use potable water as metered to their respective homes. However, Lot Owners are not permitted to use lakes, ponds, canals, streams or wells for landscape irrigation to their Homes or Lots.
- 16.7. Odors and Stains. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Lot Owner's responsibility to treat and remove such staining. The water may also have an unpleasant odor and the Association shall have no obligation to treat the water to reduce such odor or staining.
- 16.8. Connection to Certain Lot Owner's Irrigation Systems. The Association shall have the right to connect its irrigation systems to the home irrigation systems for Lots A33-A36, A17-A21, A60-A63 A119-A123, A151-A155, A177-A182, B15-B18, B29-B31, B69-B72, B95-B98 and C63-C68 (collectively "Cud-de-Sac Lots") for the purpose of providing irrigation water to the Common Properties, including, without limitation, the nearby cul-de-sac planters on the Common Properties. The Association shall submeter each Cud-de-Sac Lot to which the Association connects its irrigation system and shall reimburse such Lot Owner for the actual cost of any water used by the Association as registered by such submeter. In the event the Owner of a Cul-de-Sac Lot does not keep their irrigation system properly maintained and operational in a manner that the Association can connect to such irrigation system, the Association shall be entitled to perform such work in accordance with Sections 6.5 and 6.6 herein.

ARTICLE 17.

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
DISCLOSURE OF TAXING AUTHORITY.**

**THIS PROPERTY IS LOCATED WITHIN THE NORTHERN PALM BEACH
COUNTY IMPROVEMENT DISTRICT ("NPBCID") UNIT OF DEVELOPMENT NO.
43. NPBCID IMPOSES SPECIAL ASSESSMENTS ON ITS PROPERTY THROUGH A
SPECIAL TAXING DISTRICT. NPBCID WILL IMPLEMENT, CONSTRUCT,
OPERATE AND/OR MAINTAIN CERTAIN PUBLIC FACILITIES AND SERVICES,
INCLUDING SURFACE WATER MANAGEMENT IMPROVEMENTS. NPBCID WILL
ANNUALLY SET AND LEVY SPECIAL ASSESSMENTS WHICH WILL BE
INCLUDED IN THE PALM BEACH COUNTY TAX COLLECTOR'S ANNUAL
UNIFIED REAL PROPERTY TAX BILL AND COLLECTED BY THE TAX
COLLECTOR. THESE SPECIAL ASSESSMENTS ARE IN ADDITION TO COUNTY
AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

Exhibit "C"

Legal Description

ALL OF MIRABELLA AT MIRASOL PLAT "A", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGE 21 THROUGH 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "A" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 117 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS TRACTS W, W1, W2 AND W3 OF SAID PLAT.

TOGETHER WITH

ALL OF MIRABELLA AT MIRASOL PLAT "B", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGES 28 THROUGH 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "B" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 120 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS TRACTS W AND W1 OF SAID PLAT.

TOGETHER WITH

ALL OF MIRABELLA AT MIRASOL PLAT "C", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 92, PAGES 34 THROUGH 39 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "C" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS TRACT W OF SAID PLAT.

Exhibit "D"

Rules and Regulations

1. The Common Properties and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.

2. The personal property of Lot Owners must be stored in their respective Lots or in outside storage areas (if any are provided by Declarant or approved by the Architectural Review Committee).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Home or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the Home, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Home or the Lot, except as provided in the Declaration with respect to refuse containers.

4. Employees of the Association are not to be sent out by Lot Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association (if any).

5. No motor vehicle which cannot operate on its own power shall remain on Mirabella for more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the Common Properties may be used for parking purposes, except those portions specifically designed and intended therefor.

Areas designated for guest parking shall be used only for this purpose and neither Lot Owners nor occupants of Lots shall be permitted to use these areas.

There shall be no parking on sidewalk, common area green space, or swales.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

6. No Lot Owner shall make or permit any disturbing noises in his Home or on the Lot by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Lot Owners. No Lot Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his Lot or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Lot Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted in any Home or on any Lot which interferes with the television or radio reception of another Lot.

8. No awning, canopy, shutter, mailbox, exterior lightning, children's recreational equipment, artwork of any kind, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Lot, except as approved by the Architectural Review Committee.

9. No Lot Owner may alter in any way any portion of the Common Properties, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Review Committee.

10. No vegetable gardens shall be permitted except in fully enclosed (i.e., fenced) areas.

11. Except for Declarant's sales and construction operations, no commercial use shall be permitted in Mirabella even if such use would be permitted under applicable zoning ordinances.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Home, on a Lot or on the Common Properties, except as to gas cylinders permitted under the Declaration.

13. A Lot Owner who plans to be absent during the hurricane season must prepare his Home and Lot prior to his departure by designating a responsible firm or individual to care for his Home and Lot should the Home suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

14. Hurricane shutters may be installed on a Home upon the issuance of a hurricane warning for South and/or Central Florida by the appropriate government agencies. In the event that a Lot Owner utilizes hurricane shutters, the same shall be removed and stored out of sight within 72 hours after notification from those agencies that the storm does not pose a threat to the immediate area.

15. A Lot Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his Home without the prior written approval of the Architectural Review Committee.

16. All persons using any pool (if any) on the Common Properties shall do so at their own risk. All children under fifteen (15) years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Bathers with shoulder-length hair must wear bathing caps while in the pool, and glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any) under any circumstances.

17. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within Mirabella and including full compliance by them

with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under fifteen (15) years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities (if any).

18. No children under the age of fifteen (15) shall be allowed in certain designated areas of the Club House (if any).

19. Pets and other animals shall neither be kept nor maintained in or about Mirabella except in accordance the Declaration and with the following:

No pet shall be permitted outside of its Lot Owner's Home unless attended by an adult or child of more than ten (10) years of age and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Properties designated by the Association from time to time for such purposes. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Properties. Owners shall clean up all pet waste.

20. No hunting or use of firearms (except those which may be used by an armed guard whose services have been contracted by the Association) shall be permitted anywhere in Mirabella.

21. Every Lot Owner, guest and occupant, guest and visitor shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Lot Owner or occupant, guest or visitor to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Lot Owner for failure of a Lot Owner, his tenants, family, guests, visitors, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.

22. Lot Owners who have guests arriving in ten or more cars must provide for valet parking in accordance with Regulations promulgated by the Board.

23. Any contractors or other workers requested, contracted by or hired by Lot Owners to perform any repairs, improvements and/or maintenance on a Lot or Lots and/or any improvements thereon shall only be permitted in Mirabella between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 8:00 a.m. and 1:00 p.m. on Saturdays. This shall not apply to Declarant and any contractors, subcontractors or other workers hired by Declarant.

24. These rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Lot Owners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Lot Owners and occupants even if not specifically so stated in

portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Lot Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by, the Board.

EXHIBIT "E"

MAINTENANCE AREAS

PERIMETER LOTS

LOTS A-20 THROUGH A-97 ACCORDING TO THE MIRABELLA AT MIRASOL PLAT "A", RECORDED IN PLAT BOOK 92, PAGES 21 THROUGH 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "A" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 117 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS B-30 THROUGH B-71 ACCORDING TO THE MIRABELLA AT MIRASOL PLAT "B", RECORDED IN PLAT BOOK 92, PAGES 28 THROUGH 33 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "B" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 120 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LOTS C-41 THROUGH C-77 ACCORDING TO THE MIRABELLA AT MIRASOL PLAT "C", RECORDED IN PLAT BOOK 92, PAGES 34 THROUGH 39 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "C" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SCHOOL SITE LOTS

LOTS C-26 THROUGH C-41 ACCORDING TO THE MIRABELLA AT MIRASOL PLAT "C", RECORDED IN PLAT BOOK 92, PAGES 34 THROUGH 39 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AS PARTIALLY REPLATTED PER MIRABELLA AT MIRASOL PLAT "C" REPLAT, AS RECORDED IN PLAT BOOK 95, PAGE 124 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**AMENDED AND RESTATED BY-LAWS
OF THE
MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.**

A Corporation Not for Profit
Under the Laws of the State of Florida

ARTICLE 1.

DEFINITIONS

Section 1.1 "Association" shall mean and refer to MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC., a nonprofit corporation organized and existing under the laws of the State of Florida.

Section 1.2 "Mirabella" shall mean and refer to Mirabella as defined in the Declaration (the "Declaration") described in the Articles of Incorporation of the Association.

Section 1.3 "Lot Owner" shall mean and refer to Lot Owner as defined in the Declaration.

Section 1.4 "Member" shall mean and refer to all those Lot Owners who are Members of the Association as provided in Article 4 of the Articles of Incorporation of the Association.

Section 1.5 All other definitions from the Declaration are incorporated herein by this reference.

ARTICLE 2

BOOKS AND PAPERS

Section 2.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE 3

MEMBERSHIP

Section 3.1 Membership of the Association is as set forth in Article 4 of the Articles of Incorporation of the Association.

Section 3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Association as well as all assessments levied by the

Page 1

AMENDED AND RESTATED BYLAWS

Master Association and collected by the Association on its behalf, the obligation of which assessments is imposed against each Lot Owner of, and becomes a lien upon, that portion of Mirabeila against which such assessments are made as provided in the Declaration.

ARTICLE 4

BOARD OF DIRECTORS

Section 4.1 The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The Board of Directors shall consist of not less than three (3) persons and not more than five (5) persons, except that the Board may consist of up to six (6) persons during the period stated in Article 6, Section 3 of the Articles of Incorporation (which provides that the Board of Directors may consist of up to six (6) persons during the period of time the Declarant holds for sale in the ordinary course of business not less than five percent (5%) of the Lots). The election shall be decided by plurality vote of all Members present in person or by proxy at the annual meeting. Without limiting other permissible methods by which a Member may be nominated as a candidate for the Board of Directors, a Member may be nominated (by himself or herself or by another Member) as a candidate for the Board of Directors at a meeting in which the election of Directors is to be held."

Section 4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause in the manner provided in Chapter 720, Fla. Stat (2008) or as thereafter amended from time to time. .

Section 4.3 The first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Section 4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, on such days and at such hours as the Board of Directors may, by resolution, designate.

Section 4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Palm Beach County, Florida, and at any time.

Section 4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Members, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty- eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments. Beginning with the first complete fiscal year immediately following October 1, 2006, the Board of Directors shall meet at least eight (8) times per fiscal year (inclusive of the annual meeting described in Section 4.3 hereof)."

Section 4.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies; provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not.

Section 4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

Section 4.9 The Directors of the Association have a fiduciary duty to the Members.

Section 4.10 **STAGGERED TERMS** At each election, each director shall be elected to serve a staggered term of two years. In the event that a vacancy occurs on the Board for any reason, the remaining directors shall fill the vacancy and each appointed director shall serve for the remaining term of the vacancy being filled. If more than one vacancy is being filled and the terms of the vacated seats differ, the motion to fill each vacant seat shall specifically indicate which vacant seat each appointee is intended to fill. In the event that any circumstances result in a Board where all directors' terms will expire simultaneously, a staggered board shall be reestablished at the next election. At that election, those three candidates who receive the highest number of total votes shall serve two year terms and the other two elected directors shall serve one year terms. If a tie occurs which calls into question which elected director shall serve for two years and which shall serve only a one year term, those tied directors shall draw lots to determine which shall serve a two year term and which shall serve a one year term.

ARTICLE 5

OFFICERS

Section 5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

Section 5.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. Certain duties may be assigned to a third-party property manager that may be retained from time to time by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is appointed, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By Laws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

Section 5.4 The officers of the Association have a fiduciary duty to the Members.

ARTICLE 6

MEETINGS OF MEMBERS

Section 6.1 The regular annual meeting of the Members shall be held every twelve (12) months at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

Section 6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the

Page 4

AMENDED AND RESTATED BYLAWS

Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

Section 6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least seven (7) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided. Notice of an annual meeting need not set forth the nature of the business to be transacted. Notice of a special meeting, however, must include a description of the purpose or purposes for which the meeting is called.

Section 6.4 The presence in person or by proxy at the meeting of Members entitled to cast twenty five (25) percent of the votes of the Lot Owners shall constitute a quorum for any action governed by these By Laws and other governing documents of the Association. Unless a greater percentage is expressly required elsewhere in the governing documents, decisions of the Members entitled to vote shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 6.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member or the person designated in a voting certificate signed by the Member as the person authorized to cast the vote attributable to such Lot, and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxyholder may appoint, in writing, a substitute to act in the proxyholder's place.

Section 6.6 Any Member may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

Section 6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By Laws; provided, however, that a strict or technical reading of said Roberts' Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

ARTICLE 7

AMENDMENTS

Section 7.1 These By Laws may be amended, at a regular or special meeting of the Members, by a vote of a **majority** of Members present, entitled to vote, and voting in person or by proxy, provided that the notice to the Members of the meeting discloses the information that the amendment of the By Laws is to be considered, provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration.

Section 7.2 In case of any conflict between the Articles of Incorporation and these By Laws, the Articles shall control; and in case of any conflict between the Declaration and these By Laws, the Declaration shall control.

ARTICLE 8

OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Properties or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By Laws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments and/or supplements thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Members, their mailing addresses and Lot identifications;

- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, maintenance agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one year;
- (k) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
- (l) Accurate, itemized, and detailed records for all receipts and expenditures.
- (m) A current account and a periodic statement of the account for each member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due.
- (n) All tax returns, financial statements and financial records of the Association; and
- (o) Any other records that identify, measure, record or communicate financial information.

ARTICLE 9

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

Section 9.1 Except as to annual financial reports, in Section 9.5, ante, concerning which publication and dissemination remain otherwise governed by Law, the official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By Laws and any rules to ensure their availability to

Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

Section 9.2 The fiscal year of the Association shall be a twelve month period to be determined by the Board of Directors, but may be unilaterally determined by the Declarant until Class B membership ceases.

Section 9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

Section 9.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

Section 9.5 The Association shall prepare an annual complete financial report within one hundred, twenty (120) days following the close of each fiscal year of the Association of the actual total receipts of mandatory maintenance or amenity fees received by it, and an itemized listing of the expenditures made by it from such fees, for that year. Such report shall be made public by mailing it to each Lot or Parcel Owner in the Association, by publishing it in a publication regularly distributed within the Association, or by posting it in prominent locations within the Association premises. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association.



RYAN M. ABOUD, ATTORNEY AT LAW

October 28, 2016

Board of Directors
Mirabella at Mirasol Homeowners Association, Inc.
104 Mirabella Dr.
Palm Beach Gardens, FL 33418

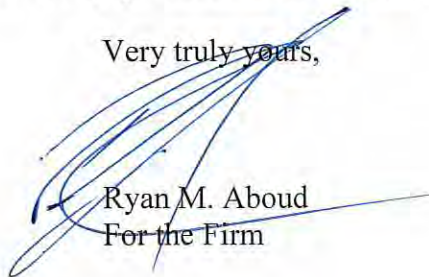
Re: Approved Amendment to Bylaws

Dear Board of Directors:

Please find enclosed the original recorded amendment to the Association's Bylaws concerning the new election procedures. Please keep the enclosed amendment among the Association's official records with the other governing documents of the Association. If a member requests copies of the Association's governing documents, the enclosed amendment should be produced along with copies of the other governing documents.

In the event the Board has any questions or comments, please contact me.

Very truly yours,



Ryan M. Aboud
For the Firm

RMA/slf
Enclosure

P:\WPDOCS\Mirabella at Mirasol Homeowners Association, Inc\Governing Documents\Proposed Amendments\Leasing, Election and Maintenance Proposed Amendments\Approved Amendment (Bylaws) Recorded CTC 102816.docx



CFN 20160355121

DR BK 28617 PG 1872
RECORDED 10/11/2016 09:28:52
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1872 - 1877 (6pgs)

Prepared by and return to:
Ryan M. Aboud, Esq.
Backer Aboud Poliakoff & Foelster, LLP.
The Arbor, Suite 420
400 South Dixie Highway
Boca Raton FL 33432
(561) 361-8535

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF
THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.

WHEREAS, the DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT MIRASOL were recorded in the Public Records of Palm Beach County, Florida in Official Records Book 14441 at Page 1671, the BYLAWS OF MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC. were attached as Exhibit "B" thereto and recorded in Official Records Book 14441 at Page 1737 of the Public Records of Palm Beach County, Florida and the AMENDED AND RESTATED BY-LAWS OF THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC. were recorded in Official Records Book 23626 at page 1492 of the Public Records of Palm Beach County, Florida; and

WHEREAS, at a duly called and noticed special meeting of the membership of Mirabella at Mirasol Homeowners' Association, Inc., a Florida not-for-profit corporation, held on September 19, 2016, the aforementioned AMENDED AND RESTATED BY-LAWS OF THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC. were amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the AMENDED AND RESTATED BY-LAWS OF THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC., are true and correct copies of the amendments approved by the membership.

WITNESS my signature hereto this 5 day of October, 2016 at Palm Beach Gardens, Palm Beach County, Florida.

Mirabella at Mirasol Homeowners' Association, Inc.:

Witness 1:

Jenell Kitchener

Print Witness 1 Name:

Jenell Kitchener

Witness 2:

Tanya Chapman

Print Witness 2 Name:

Tanya Chapman

By:

Francine Butler

Francine Butler, as President

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF
THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.
Page 2 of 3

WITNESS my signature hereto this 5 day of October, 2016 at Palm Beach
Gardens, Palm Beach County, Florida.

Mirabella at Mirasol Homeowners' Association, Inc.:

Witness 1: Tange Chapman

Print Witness 1 Name:

Tange Chapman

Witness 2: Jenell Kitchen

Print Witness 2 Name:

Jenell Kitchen

Attest: Peter Bennett
Peter Bennett, as Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 5th day of OCTOBER, 2016, before me
personally appeared Francine Butler, President of Mirabella at Mirasol Homeowners' Association,
Inc., known to me personally to be such, and acknowledged to me that the execution of the above
certificate is her free and voluntary act and deed and acknowledged that the facts therein stated are
true as set forth. She is personally known to me or has provided _____ as
identification and did take an oath. In the absence of an indication of a type of proof, she is
personally known to me.

My Commission Expires:

10/22/16

Vicci Lynn Collins
Notary Public

Print Notary Name:

Vicci Lynn Collins



CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BY-LAWS OF
THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION, INC.
Page 3 of 3

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 5 day of OCTOBER, 2016, before me personally appeared Peter Bennett, Secretary of Mirabella at Mirasol Homeowners' Association, Inc., known to me personally to be such, and acknowledged to me that the execution of the above certificate is his free and voluntary act and deed and acknowledged that the facts therein stated are true as set forth. He is personally known to me or has provided _____ as identification and did take an oath. In the absence of an indication of a type of proof, he is personally known to me.

My Commission Expires:

10/22/16

Vicci Lynn Collins
Notary Public

Print Notary Name:

Vicci LYNN Collins



**AMENDMENT TO ARTICLE 4, SECTION 4.1, OF THE AMENDED AND RESTATED
BY-LAWS OF THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION,
INC.**

(New text is underlined; deleted text is overstricken)

Section 4.1 The Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The Board of Directors shall consist of not less than three (3) persons and not more than five (5) persons; ~~except that the Board may consist of up to six (6) persons during the period stated in Article 6, Section 3 of the Articles of Incorporation (which provides that the Board of Directors may consist of up to six (6) persons during the period of time the Declarant holds for sale in the ordinary course of business not less than five percent (5%) of the Lots).~~ The election shall be decided by plurality vote of all ballots that are cast by the Members. Notwithstanding any language in the Association's governing documents that may be construed to the contrary, the members of the Association's Board of Directors shall be elected as follows: present in person or by proxy at the annual meeting. ~~Without limiting other permissible methods by which a Member may be nominated as a candidate for the Board of Directors, a Member may be nominated (by himself or herself or by another Member) as a candidate for the Board of Directors at a meeting in which the election of Directors is to be held."~~

The members of the Board of Directors shall be elected by written ballot. Proxies may not be used to cast votes for the election of directors to the Board of Directors. At least sixty (60) days before a scheduled election, the Association shall mail, deliver or electronically transmit to each Member a first notice of the date of the annual members' meeting and election. A Member desiring to be a candidate for the election of the Board of Directors must give written notice of his or her intent to be a candidate to the Association which must be received by the Association at least forty (40) days prior the date of the scheduled annual members' meeting and election. Notice of intents received after the deadline may not be accepted. If no more notices of intent are timely received than there are open seats on the Board, there shall be no need for an election at the annual meeting and those who timely submitted their notices of intent shall be elected by acclamation. There shall be no nominations from the floor and no write-in candidates shall be permitted. At least fourteen (14) days prior to the date of the scheduled annual members' meeting and election, the Association shall mail, deliver or electronically transmit to each Member a second notice of the annual members' meeting and election, if an election is necessary, together with a ballot that lists all of the candidates who have timely submitted written notice of his or her intent to be a candidate for the election of the Board of Directors. A Member may not permit any other person to vote his or her ballot and any ballots that are improperly cast are invalid. Accompanying the ballot shall be a larger outer envelope addressed to the Association and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall contain a space for the name of the voter, a space for the address of the lot for which the ballot is cast

and a space for the signature of the voter. Once the ballot is filled-out, the Member shall place the completed ballot in the smaller inner envelope and seal the envelope. The smaller inner envelope shall then be placed within the larger outer envelope and the larger outer envelope shall then be sealed. Each smaller inner envelope shall contain only one ballot; provided, however, that a Member that owns multiple lots and who may be entitled to cast more than one ballot may enclose multiple separate smaller inner envelopes, each of which containing a ballot for each Lot owned, within a single larger outer envelope if the larger outer envelope identifies the addresses for those lots for which the enclosed ballots are cast. The Member shall print his or her name, shall identify the address(es) of the lot(s) for which the ballot(s) is/are cast and shall sign the exterior of the larger outer envelope in the spaces provided. The larger outer envelope shall either be mailed or hand delivered to the Association at or prior to the commencement of the annual members' meeting and election of directors. Upon receipt by the Association, no ballot may be rescinded or changed. The Association shall have available at the meeting additional blank ballots for distribution to the eligible voters who have not already cast their votes. Each ballot cast at the annual members' meeting for the election of directors shall be cast in the same manner identified above using smaller inner and larger outer envelopes. As the first order of business, envelopes containing ballots that have not yet been cast shall be collected. The ballots and envelopes shall then be handled at the annual members' meeting as follows by an impartial committee whose members shall not include current Board members, officers, candidates or any of their spouses; provided, however, that the Association may verify the information identified on those larger outer envelopes in advance of the meeting without the appointment of an impartial committee for the sole purpose of determining who has cast a ballot for the election of directors by verifying the same against the list of voters. The signature and unit identification on the larger outer envelope shall be checked against a list of qualified voters to the extent that the Association has not already done so in advance of the annual members' meeting and election of directors. The voters shall be checked off on the list as having voted. Then, in the presence of any Members in attendance, all smaller inner envelopes shall be first removed from the larger outer envelopes and set aside. Any larger outer envelope that is not signed by the eligible voter shall be marked "Disregarded," or with words of similar effect, and any ballots contained therein need not be opened or counted. Immediately prior to the opening of the outer envelopes, the polls shall be closed and no more ballots shall be accepted. The inner envelopes shall then be opened and the ballots shall be removed and counted in the presence of the Members who desire to observe. Except where the Member owns more than one unit, a smaller inner envelope containing more than one ballot shall be marked "Disregarded", or with words of similar effect, and any ballots contained therein need not be counted. Any ballots that are not cast in a manner that consistent with the process and procedures set forth herein shall be marked "Disregarded," or with words of similar effect, and need not be counted. All envelopes and ballots, whether disregarded or not, shall be retained among the official records of the association until the next annual meeting. Notwithstanding any language contained in the

Association's governing documents that may be construed to the contrary, there is no quorum requirement for the election of directors; provided, however, that at least twenty percent (20%) of eligible voters cast ballots for the election of directors.

**AMENDMENT TO ARTICLE 6, SECTION 6.5, OF THE AMENDED AND RESTATED
BY-LAWS OF THE MIRABELLA AT MIRASOL HOMEOWNERS' ASSOCIATION,
INC.**

(New text is underlined; deleted text is overstricken)

Section 6.5 Members have the right to vote in person or by proxy except for the election of directors where those votes shall be cast in the manner as described in Article 4, Section 4.1, hereof. To be valid, a proxy must be in writing and be signed by the Member or the person designated in a voting certificate signed by the Member as the person authorized to cast the vote attributable to such Lot, and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxyholder may appoint, in writing, a substitute to act in the proxyholder's place.



Backer Aboud
Poliakoff & Foelster

RYAN M. ABOUD, ATTORNEY AT LAW

March 23, 2017

Board of Directors
Mirabella at Mirasol Homeowners Association, Inc.
104 Mirabella Dr.
Palm Beach Gardens, FL 33418

Re: Approved Amendments to Declaration

Dear Board of Directors:

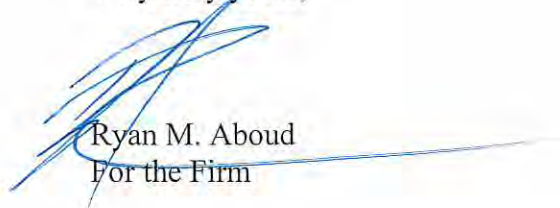
Please find enclosed the original recorded amendments to the Association's Declaration that were approved by the members. Please keep the enclosed amendment among the Association's official records with the other governing documents of the Association. If a member requests copies of the Association's governing documents, the enclosed amendment should be produced along with copies of the other governing documents.

Section 720.306, Fla. Stat., requires that the Association provide the members with notice that the amendments were adopted, identify the official book and page number or instrument number of the recorded amendment and indicate that a copy of the amendment is available at no charge to the member upon written request to the association. I recommend that the Association send the members notice consistent with the following:

"This correspondence is to notify you that the membership has approved amendments to the Association's Amended and Restated Declaration of Covenants and Restrictions for Mirabella at Mirasol Homeowners Association, Inc. and the Amended and Restated By-Laws of The Mirabella at Mirasol Homeowners' Association, Inc." The foregoing amendments have been recorded in Official Records Book 28937 at Page 321 and Official Records Book 28617 at Page 1872 of the Public Records of Palm Beach County, Florida, respectively. Copies of the foregoing amendments are available at no charge upon written request to the Association."

In the event the Board has any questions or comments, please contact me.

Very truly yours,



Ryan M. Aboud
For the Firm

RMA/slf
Enclosure

P:\WPDOCS\Mirabella at Mirasol Homeowners Association, Inc\Governing Documents\Proposed Amendments\Leasing, Election and Maintenance Proposed Amendments\Approved Amendment (Declaration) Recorded CTC 032317.docx



CFN 20170081924

OR BK 28937 PG 0321
RECORDED 03/09/2017 08:45:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0321 - 325; (5pgs)

Prepared by and return to:
Ryan M. Aboud, Esq.
Backer Aboud Poliakoff & Foelster, LLP.
The Arbor, Suite 420
400 South Dixie Highway
Boca Raton FL 33432
(561) 361-8535

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR MIRABELLA AT MIRASOL HOMEOWNERS
ASSOCIATION, INC.**

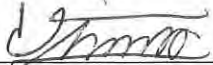
WHEREAS, the DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT MIRASOL was recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 14441 at Page 1671 and the AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC. was recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 23626 at page 1502; and

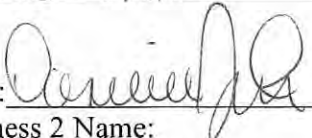
WHEREAS, at a duly called and noticed special meeting of the membership of Mirabella at Mirasol Homeowners' Association, Inc., a Florida not-for-profit corporation, held on September 19, 2016 which was adjourned to and reconvened on December 5, 2016, the aforementioned AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC. was amended pursuant to the provisions thereof.

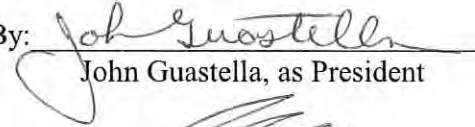
NOW THEREFORE, the undersigned hereby certify that the attached amendments to the AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC. are true and correct copies of the amendments approved by the membership.

WITNESS our signatures hereto this 30th day of December, 2016 at Palm Beach Gardens, Palm Beach County, Florida.

Mirabella at Mirasol Homeowners' Association, Inc.:

Witness 1: 
Print Witness 1 Name:

Chris Tinoco
Witness 2: 
Print Witness 2 Name:
Danielle John

By: 
John Guastella, as President

Attest: 
Peter Bennett, as Vice-President

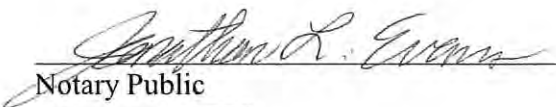
CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS
AND RESTRICTIONS FOR MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC.

Page 2 of 2

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 30th day of December, 2016, before me personally appeared John Guastella and Peter Bennett, President and Vice-President, respectively, of Mirabella at Mirasol Homeowners' Association, Inc., known to me personally to be such, and acknowledged to me that the execution of the above certificate is their free and voluntary act and deed and acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided FLDL as identification and did take an oath. In the absence of an indication of a type of proof, they are personally known to me.

My Commission Expires:


Notary Public

Print Notary Name:



**AMENDMENT TO ARTICLE 6, SECTION 6.2, OF THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT
MIRASOL HOMEOWNERS ASSOCIATION, INC.**

(New text is underlined; deleted text is overstricken)

- 6.2 Lots. Except only for the portions of the Lots designated as Common Properties hereunder, each Lot Owner shall be solely responsible for maintaining his Lot, including, without limitation, the sidewalks, swales, perimeter buffers, and common grass areas adjacent to lakes (but excluding the actual lake bank perimeters), which may be contiguous with the Lot, as well as mailboxes (which shall also be replaced as may be necessary using ~~must utilize~~ standard mail boxes approved by the Board of Directors), trees, shrubbery, grass and other landscaping thereon, the irrigation system, the driveways thereon (subject to the provisions below) and the swimming pool thereon, in good working condition and all in a neat, orderly and attractive manner and consistent with the general appearance of Mirabella as a whole; provided, however, that the Association may, in the sole discretion of the Board of Directors, paint mailboxes and pressure wash the sidewalks as a common expense as often as it deems necessary to keep those improvements in a neat, orderly and attractive manner and consistent with the general appearance of Mirabella as a whole. Lot Owners shall also be solely responsible for the irrigation of all landscaping within the Common Properties located not more than fifty feet (50') from the outermost boundary of the respective Lot. All irrigation systems using well water or lake irrigation pumps (which shall be used only upon the advance approval of the Architectural Review Committee, or an appropriate governmental agency) which may be withheld in its sole discretion) shall use an appropriate rust (iron) inhibitor filter system to prevent stains. The minimum (though not sole) standard for the foregoing shall be the general appearance of Mirabella as initially landscaped by Declarant or Builders (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Each Lot Owner, by acceptance of a deed to a Lot, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Properties and any easement or the construction and/or maintenance of any driveway in that portion of the Common Properties, easement area, or in a public right-of-way between the boundary of such Lot Owner's Home and the edge of the adjacent paved roadway. Further, each Lot Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Lot Owner fails to make the required repairs.

**AMENDMENT TO ARTICLE 8, SECTION 8.3(e)(4), OF THE AMENDED AND
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC.**

(New text is underlined; deleted text is overstricken)

4. Any proposed owner, ~~or~~ occupant, tenant, lessee, guest, licensee or invitee of the subject property is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list; or

**AMENDMENT TO ARTICLE 8, SECTION 8.3(e)(5), OF THE AMENDED AND
RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MIRABELLA AT MIRASOL HOMEOWNERS ASSOCIATION, INC.**

(New text is underlined; deleted text is overstricken)

5. Any proposed owner, ~~or~~ occupant, tenant, lessee, guest, licensee or invitee of the subject property has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon.

**AMENDMENT TO ARTICLE 8, SECTION 8.2, OF THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS FOR MIRABELLA AT
MIRASOL HOMEOWNERS ASSOCIATION, INC.**

(New text is underlined; deleted text is overstricken)

- 8.2 Leases. The Mirabella at Mirasol community is a community of permanent, long term, residents. In an effort to avoid the transient environment that results when Lots are purchased for investment and leasing, Lots may not be leased until the Lot Owner has held title for a minimum of one (1) year. Following one (1) year of ownership, a Lot Owner may lease his Lot with the approval of the Association. The date of ownership of a Lot shall be established by the date appearing on the deed or another instrument evidencing the Lot Owner's title that is recorded in the Public Records of Palm Beach County, Florida. A Lot Owner who inherits by will or acquires title to a Lot by intestacy shall not be required to hold title to the Lot for a minimum of one (1) year prior to leasing the Lot. Notwithstanding any language contained herein that may be construed to the contrary, the Association shall not be obligated to hold title to a Lot for a minimum of one (1) year prior to leasing any Lot that it may acquire, including, but not limited to, any Lot that it may acquire pursuant to lien foreclosure proceedings or a deed in-lieu of foreclosure.

No portion of a Lot (other than an entire Lot and the Home therein) 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, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing Mirabella or administered by the Association. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home or Lot. All leases or occupancy agreements shall be in writing, shall include an address and phone number for both the Lot Owner and the tenant, and a copy of all leases of Homes or Lots shall be provided to Association within ten (10) days of execution. No Home or Lot may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Lot Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than four (4) months.

Owners wishing to lease their Lots and Homes 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 Properties or other portions of Mirabella 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 Lot 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 affect 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 Lot Owner within ninety (90) days after the tenant vacates the Lot.