

85-327165

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85-327165
**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR DEER ISLE**

THIS DECLARATION, Made this 5th day of July, 1985 by EWE PROPERTIES, LTD., a Delaware corporation, hereinafter referred to as the "Declarant" and as the "Developer".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property consisting of platted parcels in Broward County, Florida, which is more particularly described as:

BEING all Lots in all Units in DEER ISLE, according to plat of record in Plat Book 122, Page 5, in the Public Records of Broward County, Florida; and,

Being all Lots in all Units in RIVER GLEN EAST, according to plat of record in Plat Book 120, Page 44, Public Records of Broward County, Florida, excluding parcels K, L, M, N, O, P, Q, R, S and T as shown on said plat, public records of Broward County, Florida.

NOW, THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall insure to the benefit of each owner thereof. The Developer shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property, provided however that such platting/re-platting or restrictions and/or amendments must comply with the then-existing sub-division regulations of Broward County or the City of Deerfield Beach, as may be appropriate.

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ARTICLE I

DEFINITIONS

Section 1. "Association" or "Neighborhood Association" or Homeowner's Association" shall mean and refer to DEER ISLE HOMEOWNER'S ASSOCIATION, INC. a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Owner" or "Member" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, (but excluding CONTRACT PURCHASERS) and including the Developer.

Section 3. "DEER ISLE" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions hereof, and shall include the real property described above.

Section 4. "Common Area" shall mean all real and/or personal property (including the improvements thereto) owned by or dedicated to the Developer and/or the Association for the common use and enjoyment of the owner, including but not limited to, all water management tract, roads, recreational areas, open space, and all rights of use thereof.

Section 5. "Lot" shall mean and refer to any plot or parcel land shown upon any recorded subdivision map or plat of the Properties, with the exception of the Common Area, upon which a residential structure could be, or has been, constructed.

Section 6. "Master Association" shall mean and refer to LAKES OF DEER ISLE HOMEOWNERS ASSOCIATION, INC. a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 7. "Declarant or Developer" shall mean and refer to EWE PROPERTIES, LTD., a Delaware corporation, and also its successors and assigns.

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ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area and in and to the Designated Tract(s) which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure.

(e) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and Bylaws of the Association.

(f) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

(g) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

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Section 2. Owner's Use of Lot. Use of Lots shall be limited to residential purposes.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every record fee simple Owner of a Lot, including the Developer, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership, which shall function as the mechanism whereby control of the Association shall pass from the Developer to the individual Owners not later than January 1, 1999, as follows:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owner. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On January 1, 1999.

(c) Upon voluntary conversion, to Class A membership by the Developer.

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ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, or major repair, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, thereon from the due date at the rate of 18% per annum, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien, subject to foreclosure, upon the property against which each such assessment is made, provided, however, no such assessment shall be a lien on the land until such lien has been recorded in the public records of Broward County, Florida. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and of any easement in favor of the Association, including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Uniform rate of Assessment. Assessments shall be fixed at a uniform rate as to all Lots within each class of membership, and may be collected

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monthly, quarterly, or annually. The assessment for the Class B membership for any vacant Lot shall be twenty-five percent (25%) of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until January 1, 1987 the maximum annual assessment by the Association for each lot shall be Sixty Dollars (\$60.00) per lot.

From and after January 1, 1987, the maximum annual assessment of the Association may be increased each year not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above twenty percent (20%) by a vote of two-thirds (2/3) of the Class A members and also all of the Class B members so long as the Class B membership shall exist, who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. The Association may fix the annual assessments at an amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 6. Notice for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, and shall set forth the purpose of the meeting.

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Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance, lease, or dedication to the Association of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or by abandonment of the Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorneys' fee, including attorneys' fees for appellate proceedings.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein including that assessment provided for in Section 10, shall be subordinate to the lien of any first mortgage to a Federal or State chartered mortgage banking company, bank, life insurance company, savings and loan association, mutual savings bank, real investment trust, or institutional assignee or successor to such

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institution. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after reasonable notice to the Owners, shall have the right, through its agents and employees, to enter upon said parcel at reasonable hours on any day except Saturday or Sunday and to repair, clear, trim, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. No building, fence, wall, structure, or improvement of any kind shall be commenced, erected, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, colors, dimensions, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Association, acting by and through an architectural control committee composed of three (3) or more representatives, who need not be members of the Association, appointed by the Board.

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Section 2. In the event said Board, or its designated committee, fails to approve or disapprove such design and/or location within forty five (45) days after said plans and specifications have been submitted to it, approval will not be further required and the provisions of this Article will be deemed to be fully satisfied.

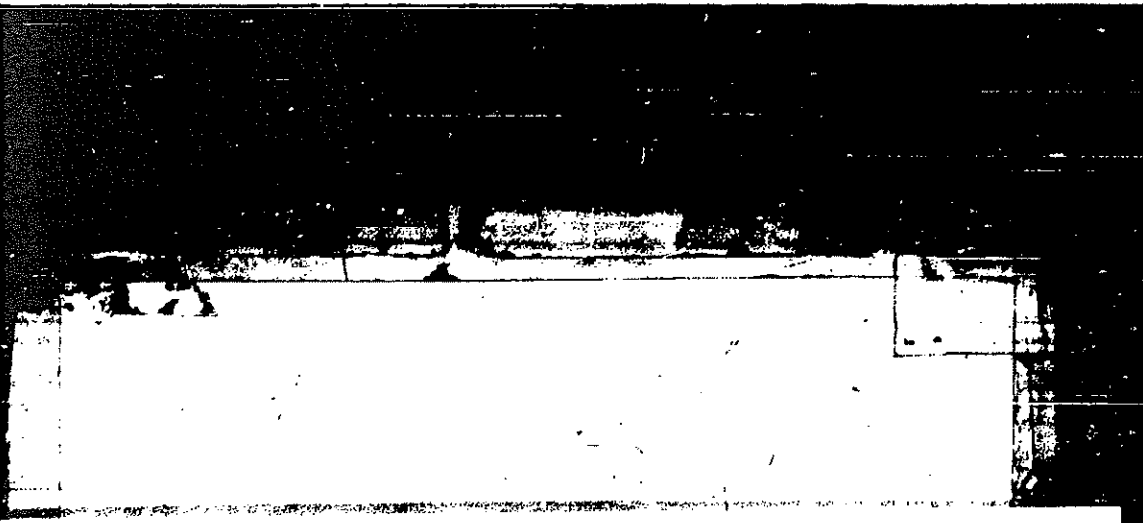
ARTICLE VI

GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition: No dwelling, dwelling house, garage, outbuilding, structure of appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Board.

Section 2. Only Residential Purposes. No lot shall be used in whole or in part for anything other than residential purposes, except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the Properties. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties; provided however, that this section and Section 3 of this Article shall not prohibit the appropriate construction and operation of commercial structures and public buildings within those two sections of the properties contemplated by the Developer and the master land use plan for light commercial use and for dedication to public use, respectively.

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Section 3. Single-Family Residential Use. Except as provided in Section 2 above, no building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

Section 4. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential plots nor into any residential plot or plots of smaller size without the express written consent of the Association's Board of Directors, and compliance with applicable Broward County or City of Deerfield Beach zoning and subdivision regulations.

Section 5. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Section 6. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

Section 7. Completion of Construction. All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the Association's Board of Directors for approval shall be completed with six (6) months from the date of approval for said approval to remain in force and effect, unless said Board shall grant a greater period of time to complete said construction or shall grant an extension of said six-month period.

Section 8. No Temporary Buildings. No tent, shack, trailer, house trailer, basement, garage, or other outbuildings shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary

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character shall be permitted, except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property only during the course of construction and sales.

Section 9. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, materials, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the lot on which the material is stored.

(d) Irrigation from adjacent canals or lakes will be allowed, provided the irrigation intake valve is submerged and not visible.

Section 10. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) No fence, wall, hedge, or mass planting of any types exceeding a height of six (6) feet above the finished graded surface of the ground upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Association's Board of Directors.

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(b) No hedge or mass planting or any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Association's Board of Directors.

(c) No fence shall be placed between the rear of any house and the front lot line.

Section 11. Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the Properties, the decision and opinion of the Association's Board of Directors shall control.

Section 12. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 13. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixtures. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 14. Parking. The Parking of vans, trailers of any nature or of commercial vehicles (whether used for commercial purpose or not), which description shall include trucks (larger than a pick-up truck), truck-tractors, semi-trailers, and commercial trailers, at any time on driveways, otherwise on said premises or on the public streets of said subdivision, is prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of

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these restrictions. Boats, motor homes, pick-up trucks with campers, vans, travel trailers and similar recreational vehicles, inoperable vehicles or vehicles under repair are not to be visible from any street.

Section 15. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Banks, swales and berms constituting a part of the lakes, swales and drainage canals located within the Properties shall remain undisturbed and properly maintained in keeping with their intended function. Where any portion of such berms, swales and banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which adjoins said Owner's Lot.

Section 16. Excavations. No excavations for stone, gravel, and dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications for which excavations have been approved by the Association's Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to this Declaration of Covenants.

Section 17. Signs. Except as otherwise permitted by the Association's Board of Directors, and except for signs used by a builder to advertise the property during the construction and sale period, no sign of any character shall be displayed or placed upon any Lot or living unit.

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Section 18. Refuse. No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Association's Board of Directors, lightweight containers weighing not more than twenty-five pounds (25 lbs.) are permitted for trash, garbage, rubbish, debris, waste material or other refuse. Said containers must be tied or closed at all times and kept from view by the public or residents within the vicinity. Said containers shall not be placed at streetside for removal or refuse prior to the evening before the announced pickup time. Said containers must be returned to the utility yard or enclosure within eight (8) hours after announced pickup time.

Section 19. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 20. Preservation and Maintenance of Slopes, Banks and Swales. No person shall reconstruct, damage or destroy, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope or swale without first obtaining written approval from the Homeowners Association's Board of Directors. No construction or excavation in the proximity of any canal, bank, slope or swale shall be permitted when, in the opinion of the particular Board of Directors, would impair the stability of the slopes in said area.

Section 21. Wells. No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation or landscaping.

Section 22. Open Burning.

(a) Open burning of wooden materials or vegetation generated by a land clearing operation or the demolition of a structure is allowed if said open burning takes place fifty (50) yards or more from any occupied building or public highway and is performed between 9:00 A.M. and one (1) hour before sunset, or at other times when the approval of the Broward County or the City of Deerfield Beach Pollution Control Board,

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as appropriate, or other appropriate regulatory body, successor organizations, has been received.

(b) Open burning to reduce solid waste on occupied residential premises is not permitted.

Section 23. Maintenance of Common Driveways. Where one private driveway serves two or more Lots, maintenance of said driveway within areas set aside for access easements shall be the equal responsibility of the Owners of the Lots served by said driveway.

Section 24. Swimming Pools. Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

Section 25. Preservation of Existing Trees. No existing tree greater than six (6) inches caliper, measured four and one-half (4 1/2) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the living unit on said Lot.

Section 26. Right to Inspect. The Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 27. Antennae and Aerials. No exterior antennae or aerials shall be placed upon residences. No ham radios or radio transmission equipment shall be operated or permitted to be operated in subject property. No earth satellite signal reception equipment will be visible from the street.

Section 28. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Review Committee.

Section 29. Overall Size and Setback Restrictions. Except as permitted by Broward County or the City of Deerfield Beach, as appropriate, planning and zoning authorities specifically within the individual subdivided sections of the properties, platted or to be platted, the following overall restrictions shall apply as to dwelling and lot size, and to building location. Provided however, it is contemplated that individual subdivided sections of the properties, at the time of platting will receive such approval from Broward County or City of Deerfield Beach, as appropriate, for variances or exemptions from the provisions of this section, and such approval shall be controlling; however, to the extent Broward County or City of Deerfield Beach, as appropriate, restrictions are more restrictive, they shall control.

(a) **Dwelling Size.** The ground floor of the main structure exclusive of one-story open porches, breezeways and garages shall not be less than 1,000 square feet for a one-story dwelling and not less than 450 square feet for a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

(b) **Building Location.** No building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 25 feet to any side street line. No building shall be located nearer than $7\frac{1}{2}$ feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than 15 feet to the rear Lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be constructed to permit any portion of a

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building on a Lot to encroach upon another Lot. If there shall be conflict between these provisions and zoning regulations of the proper governing authority, said zoning regulations shall take precedent.

(c) Lot Area and Width. No dwelling shall be erected or placed on any Lot having a width of less than 75 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any Lot having an area of less than 7,500 square feet, except that notwithstanding such provisions as to minimum width and minimum square feet area, a dwelling may be erected or placed on any one entire Lot as shown on said recorded plat.

Section 30. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

ARTICLE VII

EASEMENTS

Section 1. Utility Easement. The Developer reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, siphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners and servicing all Common Area all such easements to be of a size, width and location as Developer, in its discretion, deems best but selected in a location so as to not

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unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties.

Section 3. Developer Easement. The Developer hereby reserves to itself its successors and assigns, and to such other persons as Developer may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Area for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners.

Section 3. Service Easement. Developer hereby grants to delivery pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Developer from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Area for the purposes of performing their authorized services and investigation.

ARTICLE VIII

FUNCTIONS OF THE ASSOCIATION

Section 1. Services. The Association, at the option of the Board, shall provide the following services:

(a) Maintenance of all Common Area, and all city, county, district or municipal properties if and to the extent permitted or required by any governmental authority which are located within or in a reasonable proximity to the Properties the extent that their deterioration would adversely affect the appearance of the Properties. The Association shall adopt standards of maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to Deer Isle. The

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Developer shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.

(b) Maintenance of any real property or improvements thereon for which maintenance responsibility has been dedicated to the Association on the plat, which property is located within Deer Isle, and maintenance of property upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said Property to the Association.

(c) Maintenance of beaches, lakes and canals owned by or dedicated to the Association within the Properties, as well as maintenance of canals not owned by the Association within the Properties if and to the extent permitted by any governmental authority having jurisdiction thereof. Maintenance as used herein shall include, but not to be limited to, the preservation of any shorelines of beaches together with lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association. The Developer shall, in its reasonable discretion, determine whether appearance of the properties described in the Developer shall, in its reasonable discretion, determine whether appearance of the properties described in this subsection or subsection A would be adversely affected.

(d) Insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.

(e) Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or service delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

(f) Conducting business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication

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services informing Members of Activities, Notice of Meetings, and other important events.

(g) Purchasing general liability, hazard insurance covering improvements and activities on the Common Area in an amount estimated by the Board to be the insurable value, directors and officers liability and such other insurance as the Board deems necessary. Hazard insurance proceeds for losses to any Common Area may not be used other than for repair, replacement or reconstruction of such property.

(h) Establishing and operating the Architectural Control Committee as hereinafter defined in the event that the Association is designated for such purpose.

(i) Publishing and enforcing such Rules and Regulations as Board deems necessary.

(j) Lighting of roads, sidewalks, walking and bike paths throughout the Properties.

(k) Fire protection and prevention.

(l) Garbage and trash collection and disposal.

(m) Conducting recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

(n) Supporting the operation of transportation facilities serving the Properties.

(o) Constructing improvements on Common Area and easements as may be required to provide the services as authorized in this Section 2 of this Article.

(p) Protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties, installation, operation and maintenance of security communication systems by the Association or a contractual designee of the

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Association, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.

(q) The responsibility of the association for maintenance and taxes as described herein shall commence at the time this declaration is recorded in the public records, regardless of whether the association shall have been vested with recorded legal title.

Section 2. Obligation of the Association.

(a) The Association shall carry out any of the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided from the proceeds, first, from annual assessments and then, if necessary, from special assessments. The functions and services allowed in Section 1 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration proceeds of assessments and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

(b) The Association shall be the member of a Master Association to be known as LAKES OF DEER ISLE HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns, which Master Association shall maintain lakes, canals and beaches which may be owned by such association as well as other areas which may be owned by such association for signage and for entrance ways and other purposes, and shall have the right of annual or special assessments as set forth in Article IV against both the Association and its individual members.

(c) At the time of filing this Declaration of Covenants, Conditions and Restrictions in the office of the Clerk of the Circuit Court, in and for Broward County, Florida, the Master Association referred to in Paragraph (b) of this Section has not been

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organized, nor has the Declaration of said LAKES OF DEER ISLE HOMEOWNER'S ASSOCIATION, INC., been so recorded. All of the lots and the real property subject to this Declaration of Covenants, Conditions and Restrictions shall be subject to the provisions of the Declaration of said LAKES OF DEER ISLE HOMEOWNER'S ASSOCIATION, INC. and its Bylaws, Rules and Regulations including the right of assessment against the lots subject to this Declaration and/or against the DEER ISLE HOMEOWNER'S ASSOCIATION, INC.

Section 3. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Area. The Declarant shall be obligated to vest in fee simple title to all common area shown on the plat, not later than January 1, 1999.

Section 5. Conveyance by Association. The Association shall be empowered to delegate or convey any of its functions or properties to any governmental unit for public utilities or for other public purposes consistent with the intended use of such property.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall

be entitled to a reasonable attorney's fee including attorney's fees through appellant proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

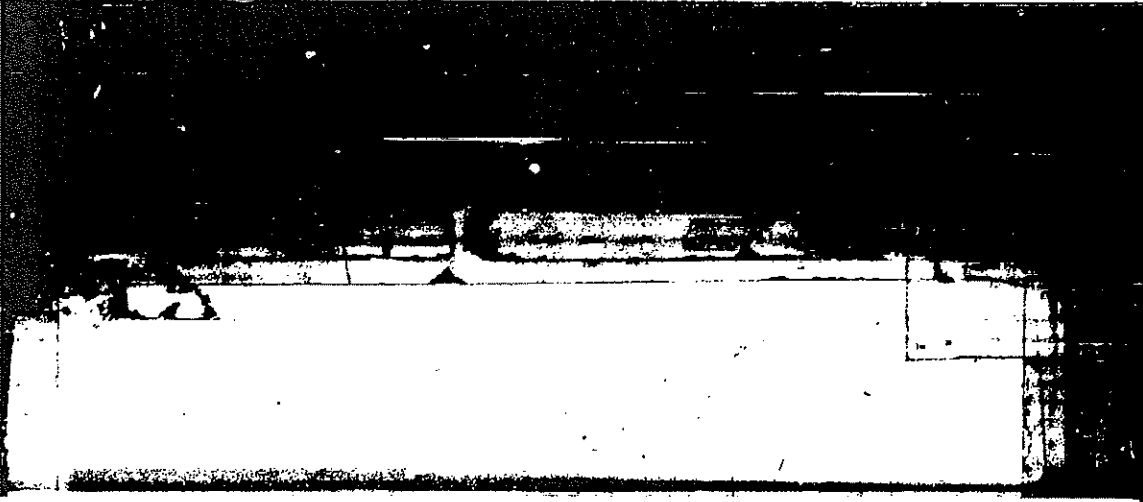
Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, this Declaration may be amended prior to January 1, 1999 by the Developer so long as the Developer is the owner of at least Ten Percent (10%) of the Lots. Any amendment must be recorded.

Section 4. Encroachments. In the event that any residential dwelling shall encroach upon any of the Common Area or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

Section 5. City of Deerfield Beach or Broward County, as appropriate, Approvals Required. The portion of any plat containing open space may not be vacated in whole or in part unless the entire plat is vacated.

Section 6. Conflicts. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supercede, govern and control. In the event of any inconsistency between the Declaration of Lakes at Deer Isle and the Declaration of Covenants, Conditions and Restrictions for Deer Isle, the provisions of this document shall supercede, govern and control, except that in all matters relating to lake maintenance,

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the former document shall control.

Section 7. Dissolution. In the event of dissolution of the association for whatever reason, any owner may petition the Circuit Court for the local Judicial District of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved association and the properties, in place and instead of the association, and to make such provisions as may be necessary for the continued management of the association and the properties.

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IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as required by law on this day and year first above written.

EWE PROPERTIES, LTD.
a Delaware corporation

By: Walter C. Seutels

VICE PRESIDENT

DISTRICT OF COLUMBIA
CITY OF WASHINGTON

The foregoing Declaration of Covenants and Restrictions for Deer Isle was acknowledged before me this 5th day of June, 1985, by as Walter C. Seutels of EWE PROPERTIES, LTD., a Delaware Corporation, on behalf of the corporation.

Robert R. Stiel
NOTARY PUBLIC

My Commission Expires July 31, 1987

Commission Expires:

THE RYLAND GROUP, a Maryland corporation, does hereby join in and agree to be bound by all of the terms and provisions of the foregoing Declaration of Covenants and Restrictions for Deer Isle on behalf of itself, its successors, and its assigns. THE RYLAND GROUP further covenants and agrees that any and all lots heretofore owned by THE RYLAND GROUP within the above described subdivision and heretofore conveyed by THE RYLAND GROUP will be subject to the Declaration of Covenants and Restrictions of Deer Isle and that THE RYLAND GROUP shall file all of the required papers to make such lots subject thereto.

THE RYLAND GROUP
a Maryland corporation

By: Keith C. McCracken

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me this 17th day of September, 1985, by Keith C. McCracken as Vice President of THE RYLAND GROUP, a Maryland corporation on behalf of the corporation.

James K. Edwards
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPI. MAY 20, 1988
BOND \$25,000.00 (FIDELITY INS. CO.)

d.w.
EWEDeclar/ikk

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

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