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DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR WELLINGTON'S EDGE

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS is made and declared this 19th day of May, 1989, by ALBERTO VADIA and ROSARIO VADIA, his wife (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Palm Beach County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Total Property"); and

WHEREAS, Declarant intends to develop the Total Property including a water management system, roadway system, utility system and recreation system, to serve the Total Property; and

WHEREAS, Declarant hereby intends to provide for the present and future maintenance of such developed systems including the roadways, open spaces, lakes, canals, waterways, drainage easements and other easements created or developed within or designed to serve the Total Property and to permit such other uses thereof as Declarant shall deem to be proper, and to create an entity responsible for such maintenance.

NOW, THEREFORE, in consideration of the premises and the covenants, restrictions and easements herein contained, Declarant hereby declares that the Total Property and every portion thereof shall be owned, held, used, mortgaged, encumbered, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens architectural controls,

and other provisions hereinafter set forth as the same may from time to time be amended, modified, altered or rescinded by the Declarant, all of which shall constitute covenants running with the land encumbering the Total Property and shall be binding on all Persons having any right, title or interest in the Total Property or parts thereof and their grantees, successors, heirs and assigns.

ARTICLE 1

DEFINITIONS

The following terms as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Property Association appointed by the Board of Directors for the purpose of establishing and enforcing criteria for the construction, maintenance and alteration of Improvements within the Total Property.

1.2 "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Wellington Edge Property Association, Inc., as filed in the office of the Department of State, State of Florida, Document Number N30338.

1.3 "Assessment" shall mean and refer to those charges made by the Board of Directors from time to time, against each Parcel within the Total Property to pay the Common Expenses of performing the purposes and exercising the powers of the Property Association. The term Assessment shall include interest on unpaid sums at the highest rate permitted by applicable law, late charges, costs of collection, court costs and attorneys' fees incurred by the Property Association before and during litigation and on appeal.

1.4 "Board of Directors" or "Board" shall mean and refer to the managing body of the Property Association comprised of the initial directors named in the Articles and their respective successors from time to time elected, designated or appointed.

1.5 "Builder" shall mean and refer to any Person to whom Declarant conveys title to two or more Lots in a Subdivision (including an entire Subdivision) or an unplatted portion of the Total Property with the expectation that such Person shall Plat the land and develop a Subdivision subject to the terms and provisions of this Declaration and such Person or his successor shall construct thereon Dwelling Units or C.L.F. Units.

1.6 "By-Laws" shall mean and refer to the terms and provisions of the corporate By-Laws of the Property Association.

1.7 "Common Expenses" shall mean and refer to all costs and expenses of the Property Association including, by way of illustration and not in limitation, maintenance, repair and replacement of: Common Property and the cost of maintaining in a clean and attractive manner the Common Property, landscape areas and any vacant Lot which is not properly maintained by its Owner or Builder; Water Management Facilities; engineering, accounting, legal and other professional fees; permits, licenses and taxes; salaries and compensation; and other charges or expenses however incurred by the Property Association or in any way connected with or arising out of the performance of its purposes and the exercise of its powers under its Articles, By-Laws and this Declaration or otherwise related to the Total Property to be known as Wellington's Edge at Wellington P.U.D., or portions thereof.

1.8 "Common Property" shall mean and refer to all portions of the Total Property identified and dedicated or reserved by the Declarant or by a Builder on any Plat or conveyed to the Property Association by deed or bill of sale or assignment including, by way of illustration and not in limitation, roads or roadways, rights-of-way, sidewalks, walkways, bicycle paths, lakes, water management tracts, Water Management Facilities, easements, open spaces, parks and Preserves, together with all Improvements thereunto appertaining, used or useful in the management or maintenance

thereof, which are intended for the common use and enjoyment of Owners subject to the terms of this Declaration and any restrictions, limitations, rules and regulations from time to time adopted by the Board of Directors.

1.9 "Congregate Living Facility" or "C.L.F." shall mean and refer to any Subdivision intended for the uses permitted in Section 500.37, Appendix F, of the County Zoning Code as amended from time to time, designated as such on a Plat, and shall include an Adult Congregate Living Facility.

1.10 "C.L.F. Unit" shall mean and refer to the Individual Living Quarters or separate Sleeping Areas whichever are fewer, in a Congregate Living Facility.

1.11 "County" shall mean and refer to Palm Beach County, Florida.

1.12 "Declarant" shall mean and refer to Alberto Vadia and Rosario Vadia, his wife, and shall include and refer to any successor or assignee to whom the rights, powers and privileges of the Declarant under this Declaration or the Articles of Incorporation or the By-Laws may be specifically assigned or delegated in whole or in part by the aforementioned Declarant including, but without limitation, the Property Association, any other Florida corporation not-for-profit or any Public Body, by an instrument duly executed by said named Declarant, acknowledged and recorded among the Public Records of the County. A successor or assignee of the named Declarant to whom some or all of such rights, powers and privileges have been assigned shall not have the right to further assign the same except by an instrument executed and recorded with the same formalities by the Declarant and such successor or assignee but excluding from such restriction the Property Association after the Turnover Date.

1.13 "Declaration" shall mean and refer to this instrument and all exhibits hereto, as the same may be amended, modified, altered or rescinded from time to time by the Declarant.

1.14 "Property Association" shall mean and refer to Wellington Edge Property Association, Inc., a Florida corporation not for profit, its successors and assigns.

1.15 "Improvement" shall mean and refer to any and every man-made change or alteration of or to any portion of the Total Property including, by way of illustration and not in limitation, grading, dredging, filling, landscaping, landscaping device, Water Management Facility, sign, fence, well, road, sidewalk or path; buildings and structures of every kind including residential, commercial and other forms of building or enclosures or thing constructed or erected which requires permanent location on the ground or is attached to anything having a permanent location on the ground; utilities of every kind including water, wastewater or sewer, electric or other power source, telephone and other forms of communication and cable television; together with all foundations, pipes, conduits, wires, steel or masonry or other support, exterior paint or other coverings of roofs and walls, all decorative devices, and all appurtenances. Such terms and other Improvements shall be constructed to include reference to the various parts thereof.

1.16 "Lot" shall mean and refer to a portion of the Total Property having limited fixed boundaries and an assigned number, letter or other designation by which it may be identified, as shown or described on a Plat approved by the Declarant and the County and filed in the County Public Records, but expressly excluding from such term any recreation area, park, open space, Preservation Area, Common Property, road or right-of-way, water management tract or other area intended to be used other than for the construction of a Residential Unit or a C.L.F. Unit.

1.17 "Master Drainage Plan" shall mean and refer to those certain plans and specifications prepared by Williams, Hatfield & Stoner, Inc., Project No. 2371-02, dated June 30, 1988 and designated as the Master Drainage Plan for Wellington's Edge, as the same may be revised and amended from time to time.

1.18 "Master Plan" shall mean and refer to the Total Property as depicted on the Master Site Plan for Wellington and Wellington's Edge P.U.D. approved by the County under Petition No. 86-32(D), as it has and may hereafter be amended from time to time, accepted and filed pursuant to applicable law.

1.19 "Member" shall mean and refer a Sub-Association which is a member of the Property Association.

1.20 "Mortgagee" shall mean and refer to a lending institution having a first mortgage lien upon a Lot, a Parcel or any portion of the Total Property, including any of the following institutions: (a) a federal or state savings and loan association or a commercial bank whose deposits are insured by an agency of the United States government, (b) a federal or state building and loan association doing business in the State of Florida, (c) an insurance company or subsidiary thereof doing business in the State of Florida which is licensed by the Insurance Commissioner of the State of Florida, (d) a real estate investment trust or mortgage banking company licensed to do business in the State of Florida, (e) the Federal National Mortgage Association ("FNMA"), (f) the Federal Housing Administration ("FHA"), (g) the Veterans Administration ("VA"), (h) any Person approved as a federally insured or guaranteed lender by the U.S. Department of Housing and Urban Development, (i) any Person insured by the Federal Savings and Loan Insurance Corporation ("FSLIC") or the Federal Deposit Insurance Corporation ("FDIC"), (j) a pension or profit sharing fund qualified under the United States Internal Revenue Code, or (k) any subsidiary of the foregoing identified types of mortgagee licensed and qualified to make mortgage loans in the State of Florida.

1.21 "Owner" shall mean and refer to the record owner, whether one or more Person, of the fee simple title to any Lot or Parcel, excluding, however, the Declarant, a Builder (unless specifically included under a particular Article of this Declaration) and any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure. For purposes of enforcement of covenants, restrictions and obligations under this Declaration and all rules and regulations of the Property Association, said term shall include and bind members of the record owner's family, guests, invitees, tenants or lessees.

1.22 "Parcel" shall mean and refer to any Residential Unit (including a Lot, a single-family unit, a multi-family unit or a condominium unit) and any C.L.F. Unit.

1.23 "Person" shall mean, refer to and include individuals (whether adult or minor) and any legally created entity such as, but not limited to firms, corporations, partnerships, joint ventures or adventures, estates, trusts, business trusts, syndicates, fiduciaries and all other groups or combinations, and shall include any Sub-Association as hereinafter defined.

1.24 "Plat" shall mean and refer to a map depicting the division of the Total Property or parts thereof into Subdivisions and the Subdivisions into Lots, blocks, tracts or other parts however the same may be designated, prepared in accordance with laws of the State of Florida and the County ordinances when approved by the Declarant and the County and filed in the County Public Records.

1.25 "Preserve" or "Preservation Area" shall mean and refer to an area or areas designated as such and depicted on a Plat of a Subdivision having existing viable vegetation which is intended to be maintained in its existing state as long as it remains a viable habitat, and may be utilized as open space and for recreation purposes.

1.26 "Public Body", "Body Politic" or "Political Subdivision" shall mean, refer to and include counties, cities, towns, villages, special taxing districts, school districts, special road and bridge districts, water management or control district, bridge districts, drainage districts, and all other districts of the State of Florida, and public corporations created by the Florida legislature.

1.27 "Residential Property" shall mean and refer to all portions of the Total Property intended for single family or multi-family residential use including all Lots, Residential Units, C.L.F. Units, and other forms of residential use.

1.28 "Residential Unit" shall mean and refer to each permanent building structure situated on a Lot designed and intended for use and occupancy by a single family, and shall also mean and refer to each portion of a multi-family permanent

building structure designed and intended for use and occupancy by a single family; provided, however, said term shall specifically not include any portion of the Total Property intended for use and occupancy as a Congregate Living Facility or C.L.F. Unit.

1.29 "Sub-Association" shall mean and refer to a homeowners association, property owners association, condominium association or other Florida not-for-profit corporation created to manage and maintain a Subdivision having multiple Owners and multiple Lots, tracts, Residential Units, C.L.F. Units or condominium units within its boundaries. For purposes of this Declaration, the Articles of Incorporation, By-Laws and the rules and regulations of the Property Association, the Person holding fee simple title to a Congregate Living Facility shall be deemed a Sub-Association for purposes of membership in the Property Association, unless a Florida not-for-profit corporation has been formed to manage and maintain such C.L.F. Subdivision.

1.30 "Subdivision" shall mean and refer to a portion of the Total Property which has been submitted to Plat.

1.31 "Total Property" shall mean and refer to that real property legally described on Exhibit "A" attached hereto and made a part hereof as amended from time to time, and any other real property owned by Declarant which may be made subject to this Declaration in the manner provided in Article 2. hereof.

1.32 "Water Management Facilities" shall mean and refer to all structures and man made alterations of the Total Property used, intended to be used or designed for surface water and stormwater drainage, retainage and discharge including, without limitation, any and every lake, canal, waterway, ditch, culvert, pipe, sluiceway, water control structure, catchment facility, maintenance and access easement and berms adjacent or appurtenant to any of the foregoing, and any landscaping or landscaping device or object located within any easement, berme or open space reserved for drainage or water management purposes on a Plat of each Subdivision, and intended to be used for surface water control.

1.33 "Water Management System" shall mean and refer to the operation, maintenance, repair, construction, reconstruction and management of the Water Management Facilities created and used for drainage of the Total Property pursuant to the Master Drainage Plan.

ARTICLE 2

TOTAL PROPERTY

2.1 Property Initially Subject to this Declaration. The real property which shall be owned, held, used, mortgaged, encumbered, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference and is referred to as the Total Property.

2.2 Additional Property. Declarant may, at any time and from time to time, subject additional property to this Declaration by recording in the public records of the County an amendment to this Declaration specifying such additional property. Such amendments may be made by Declarant without the joinder or consent of the Property Association or any Person, Sub-Association, Public Body, Owner or Mortgagee.

ARTICLE 3

WELLINGTON EDGE PROPERTY ASSOCIATION, INC.

3.1 Formation. Declarant has caused the Property Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Property Association is formed to own, manage, operate and maintain the Common Property; enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration; to make charges and collect Assessments and enforce payment by any lawful means or through lien foreclosure; and to have

such other rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Property Association or which may be necessary or implied therefrom. Subject to any limitations which may be provided herein or in the Articles of Incorporation or By-Laws, the Property Association shall have all of the powers and be subject to the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapter 617, Part I (Corporations Not-For-Profit), as the same may be amended from time to time.

3.2 Membership. Each Sub-Association created with respect to every Subdivision (including the sole Owner of a C.L.F. Subdivision, if he elects not to form a Sub-Association), shall automatically become a Member of the Property Association upon the incorporation of the Sub-Association with the Florida Secretary of State. Such membership shall be mandatory and may not be terminated by the Sub-Association or its members. For purposes of membership, Declarant shall be considered a Sub-Association with respect to those Subdivisions, unplatted portions of the Total Property and Parcels, which they own and which are not otherwise subject to a Sub-Association. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Property Association and may designate the ownership basis for such additional membership.

3.3 Administration of the Property Association. The affairs of the Property Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Property Association. The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or affect the rights of Declarant, without Declarant's prior written approval.

3.4 Suspension of Membership Rights. No Member and no Owner or Builder shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Property Association, or any right, interest or privilege which may be transferable. A Member shall be considered "not in good standing" during any period of time in which it is delinquent in the payment of any Assessment and during any period of time it or any Owner subject to its jurisdiction is in violation of any provision of this Declaration or of any rule or regulation promulgated by the Board of Directors. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Property Association and the Builders or Owners of Lots or Parcels within the Subdivision represented by a Member which is not in good standing may be prohibited or restricted from the use and enjoyment of Common Property.

3.5 Agreements By Declarant. In the event Declarant shall enter into any contracts or other agreements for the benefit or convenience of the Property Association, Members, Owners, Builders or their Sub-Associations, Declarant may, at its option, assign its obligations under such agreements to the Property Association and the Property Association shall be required to accept such obligations.

3.6 Control of Property Association. Anything contained herein or elsewhere to the contrary notwithstanding:

3.6.1 Declarant shall have the right to retain control of the Property Association until the earlier of the following events (the "Turnover Date"):

3.6.1.1 Upon the closing of the sale of seventy-five percent (75%) of the total number of dwelling units (both Residential and C.L.E. Units) authorized to be built within the Total Property have been constructed by the Declarant or Builders, certificates of occupancy issued therefore by the County and the A.R.B., and title conveyed to Owners; or

3.6.1.2 until such earlier date that Declarant voluntarily relinquishes control of the Property Association.

So long as it retains control of the Property Association, Declarant shall have the right to appoint all Directors and Officers of the Property Association

and any action taken by the Members shall be subject to the prior written approval of Declarant which may be granted, withheld or qualified in Declarant's sole and arbitrary discretion.

3.6.2 After the Turnover Date transferring control of the Property Association, the Property Association shall have the right to terminate any contract or lease or management agreement entered into by Declarant with the exception only of those contracts entered into by Declarant with any Public Body or with public and private utility companies providing power, communication, cable television and other services to any Subdivision or Parcel or other portion of the Total Property which may not be terminated without the consent of the provider of such service or by order of a Court of competent jurisdiction or by legislative act of the County or the State of Florida. This right of termination may be exercised by the Property Association without penalty at any time after transfer of control upon not less than ninety (90) days notice to the other party.

3.6.3 After the Turnover Date transferring control of the Property Association, no action shall be taken or decision made by the Board of Directors or the A.R.B. which would or could adversely impact on the construction, development, sale or marketing of Wellington and Wellington's Edge P.U.D. or any portion of the Total Property or on the condition or appearance of Wellington and Wellington's Edge P.U.D. or any portion of the Total Property without the prior written approval of Declarant. Provided, however, that the foregoing approval of Declarant shall no longer apply at such time as Declarant no longer owns any property within Wellington and Wellington's Edge P.U.D. Decisions and actions of the Board and the A.R.B. after the Turnover Date shall be submitted in writing to Declarant requesting their approval. Declarant shall approve or disapprove such actions or decisions within thirty (30) days after receipt thereof. Disapproval by Declarant shall constitute an absolute veto of the action or decision which may not thereafter be carried out or implemented. In the event Declarant fails to act within such time period, such failure shall be deemed a waiver of their right to approve or disapprove the particular action or decision described in the written request but not a waiver of the exercise of such right as to any other action or the same action at a different time.

ARTICLE 4

COMMON PROPERTY

4.1 Title to Common Property. Title to all Common Property shall remain vested in Declarant until the Turnover Date that it relinquishes control of the Property Association, as such date is defined hereinabove. Notwithstanding the manner in which title is held, the Property Association shall be responsible for the management, maintenance and operation of all Common Property from and after the date of recordation of a Plat depicting a Common Property or the date Common Property is acquired by deed, bill of sale or assignment. Simultaneously with its relinquishment of control of the Property Association, Declarant shall convey all of its right, title and interest in the Common Property to the Property Association.

4.2 Acquisition and Conveyance of Common Property. The Property Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members or the Owners. Such interests may include fee simple or other absolute ownership interests, leaseholds or such other possessory use interests as the Property Association may determine to be appropriate.

4.3 Maintenance of Common Property. The Property Association shall, either by virtue of the appointment of a management agent or through its own personnel, be responsible for the operation, maintenance, repair and replacement of the Common Property. Declarant, its affiliates, subsidiaries, successors and assigns, may be the management agent and nothing shall be deemed to invalidate any management agreement between the Property Association and Declarant or its affiliates, subsidiaries, successors and assigns, for the reason that at the time of entering into

the management agreement, the employees, officers or agents of Declarant or its affiliates, subsidiaries, successors and assigns, are the officers and directors or employees of the Property Association.

4.4 Rules and Regulations Governing Use of Common Property. The Property Association, through its Board of Directors, shall regulate the use of the Common Property by its Members and by the Owners, and may from time to time promulgate such rules and regulations governing the use thereof as it may deem to be in the best interest of its Members and the Owners. A copy of all rules and regulations adopted by the Board and any amendments thereto shall be made available to all Owners and Members at the Property Association office. Such rules and regulations may be enforced by legal or equitable action. No rules or regulations may be adopted which would adversely affect the rights of the Declarant or of any Mortgagee without the prior written consent of the Declarant or such Mortgagee.

4.5 Owners Easements of Enjoyment. Subject to the provisions hereinbelow and the rules and regulations adopted by the Board, each Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to, and shall pass with the title to each Lot and Parcel.

4.6 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

4.6.1 The right of Declarant or the Property Association to borrow money for the purpose of improving the Common Property and in connection therewith, to mortgage the Common Property.

4.6.2 The right of Declarant or the Property Association to take such steps as are reasonably necessary to protect the Common Property against damage, vandalism, seizure or foreclosure.

4.6.3 The right of the Property Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by such Owner or by the Sub-Association to which the Owner belongs, and for any period during which such Sub-Association or Owner is in violation of this Declaration, The Articles of Incorporation, the By-Laws or any of the rules and regulations of the Property Association.

4.6.4 The right of the Property Association to properly maintain and manage the Common Property.

4.6.5 The rules and regulations governing the use and enjoyment of the Common Property, as adopted by the Board of Directors.

4.6.6 The right of Declarant or the Property Association to dedicate or transfer all or any part of the Common Property to any Public Body, utility or other Florida not-for-profit corporation.

4.6.7 Restrictions contained on any Plat or filed separately with respect to all or any portion of the Total Property or any Subdivision.

4.6.8 All of the provisions of this Declaration, the Articles of Incorporation the By-Laws and the rules and regulations of the Property Association.

4.6.9 Applicable state and federal laws and regulations, County ordinances and regulations, and the regulations of any Public Body having jurisdiction.

4.7 Preservation Areas. Preserves within the Total Property identified by the study team designated by the Board of County Commissioners in Resolution No. R-87-522, Condition 4, shall be indicated on a Plat concurrently with the platting of

adjacent Residential Property and shall be maintained in accordance with the said Resolution No. R-87-522, as the same may from time to time be modified or amended.

4.8 Continual Maintenance. In the event the Property Association dissolved, the Members shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall the County be obligated to accept any dedication offered to it by the Declarant or the Property Association or the Members pursuant to subsection 4.6.6 of this Article 4, but the County may accept such a dedication by formal resolution of the then empowered Board of County Commissioners.

ARTICLE 5

WATER AREAS AND DRAINAGE

5.1 Water Management System. The Water Management System for surface water drainage shall mean and refer to all water management tracts depicted on a Plat and all lakes, canals, waterways, drainage easements, sluiceways and other facilities and easements created and used for drainage of the Total Property existing on the date of this Declaration or hereafter constructed by the Declarant or a Builder and submitted to the Property Association with its consent for maintenance (hereinafter referred to as "Water Management Areas").

5.2 Maintenance of Water Management System. The responsibility for perpetual maintenance of the Water Management System in accordance with the requirements of applicable law shall be and is hereby vested in Wellington Edge Property Association, Inc., a Florida corporation not-for-profit, its successors and assigns (the "Property Association").

5.3 Shore Line Maintenance. All submerged land, slopes, berms, maintenance easements, and water within and adjacent to water management tracts shall be the primary maintenance responsibility of the Property Association whether or not constituting a portion of the Common Property owned or managed by the Property Association or by the Declarant. The owner of a Subdivision, Builders and the Sub-Associations having jurisdiction of a Subdivision adjacent to or within which there exists any water management tracts shall be primarily responsible for the maintenance, landscaping and weed control of that portion of its or their respective property to the shore line of the water management tracts, as such shore line may exist from time to time under the supervision and direction of the Property Association.

5.3.1 Where the land adjacent to a water management tract located within a Subdivision is owned or is controlled by a Sub-Association or where such property is or is to be a common area of such Sub-Association or a common element of a condominium, then the Sub-Association and its members responsible for maintenance of that Subdivision shall be primarily responsible for the maintenance, landscaping and weed control of its or their respective property adjacent to the water management tract and of the water management tract subject to the superior control, supervision and direction of the Property Association.

5.4 Improvements. Anything in this Declaration or in the Articles of Incorporation or By-Laws of the Property Association, or in any Sub-Association document to the contrary notwithstanding, the Declarant or the Property Association shall have the right, without obtaining the consent of any Member or Owner or Builder or Sub-Association or Mortgagee or any other Person to fill in, dredge, improve and construct Improvements of any nature whatsoever on any portion of the water management tracts and the adjacent maintenance easements; provided, however that such right is expressly subject to and conditioned upon obtaining the approval of the Public Body having jurisdiction, including without limitation obtaining the necessary dredge, fill, building or drainage permits. No Person (including Sub-Associations, Builders and Owners) shall have the right or authority to do or perform any of the foregoing.

5.5 Failure to Maintain. In the event, for any reason, the Property Association ceases to exist or to have the authority to maintain the Water

Management System and Water Management Facilities, or fails to maintain the Water Management System in accordance with the requirements of the Public Body having jurisdiction of surface water management and drainage, then in such event the Owners and their Sub-Associations and every grantee or successor in title to any portion of the Total Property and their respective successors in title shall be responsible for the perpetual maintenance of the Water Management System located within its or their respective Subdivisions, and shall in all respects fully comply with the requirements of the Public Body having jurisdiction of surface water management and drainage.

ARTICLE 6

EASEMENTS

6.1 Reservation of Easements. The following easements are hereby reserved by the Declarant over, across, under and through the Total Property:

6.1.1 Easements for the installation and maintenance of utilities are reserved to the Declarant within the Total Property as may be necessary or convenient for the Declarant and Persons designated by the Declarant in an instrument recorded in the Public Records of the County, to construct utility systems whether such easements are created by separate instrument or are shown and depicted on Plats. Within these easement areas, no structure, planting or Improvement, other than sod, grass and ground-cover shall be placed or permitted to remain (unless installed by Declarant), which might interfere with the installation and maintenance of underground or other utilities. The Property Association and Persons so designated by the Declarant are hereby granted access to all easements within which utility systems are located for the purpose of operation, maintenance and replacement thereof.

6.1.2 Drainage easements for the installation and maintenance of Water Management Facilities are reserved to the Declarant and granted to the Property Association in common with the Declarant. Within these easement areas, no structure, planting or other Improvement, other than sod, grass and ground-cover shall be placed or permitted to remain (unless installed by Declarant), which may interfere with such installation and maintenance or which may obstruct or retard the flow of surface water through Water Management Facilities. The Property Association in common with the Declarant shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Property Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, Public Body, or with any other Person.

6.1.3 Easements are hereby reserved throughout the Total Property to the Declarant and to the Property Association for the purpose of access to all Common Property whether or not the same was dedicated to or reserved by the Declarant or to the Property Association or to a Sub-Association on Plats.

6.1.4 An easement is hereby reserved to each Mortgagee holding a first mortgage lien for the purpose of access to the property subject to its mortgage.

6.1.5 Easements are hereby reserved throughout the Total Property to the Declarant for their use and the use of their agents, employees, licensees and invitees for all purposes in connection with development of the Total Property. Declarant retains the right to maintain an office or offices within the Total Property located in its discretion until such time as all property owned by Declarant has been sold and title transferred to permanent Owners intending to occupy a Residential Unit or C.L.E. Unit thereon. Declarant may also construct and maintain one or more sales and administrative offices together with signs on Lots, Parcels and Common Property of its choosing within the Total Property so long as Declarant is the owner of any property subject to this Declaration.

6.2 Additional Easements. Declarant (and the Property Association after the Turnover Date) shall have the right to create, reserve and grant such additional easements, permits and licenses (including without limitation, utility and road easements) and to relocate and abandon existing easements throughout the Total Property or within any Subdivision or shown on any Plat as Declarant (and the

Property Association after the Turnover Date) may deem necessary or desirable for the proper management, operation and maintenance of the Total Property, or any portion thereof, provided that such additional easements, licenses or permits, and the relocation or abandonment of existing easements does not prevent or unreasonably interfere with an Owner's use or enjoyment of his Lot and Residential Unit or the proper use and enjoyment of a Congregate Living Facility by its owner and occupants. With the exception of the foregoing parties, no Owner or Builder or Sub-Association shall have the right to create, reserve or grant any easement upon any portion of the Total Property to any Person or Public Body without the prior written consent of the Declarant (and the Property Association after the Turnover Date).

ARTICLE 7

ASSESSMENTS AND LIEN

7.1 Authority of Property Association. The Property Association through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth.

7.2 General Assessments. "General Assessments" shall be determined annually for the purpose of administration and management of the Property Association, the Common Property, and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, General Assessments may be used for payment of: operation, management, maintenance, repair and replacement of the Common Property; property taxes and assessments against the Common Property; insurance coverage for the Common Property and the Property Association; legal and accounting and other professional fees; operation of a Water Management System; maintenance and repair of any road or right-of-way dedicated or reserved to the Declarant or to the Property Association and intended for the private use and benefit of Owners; management fees and salaries; repairs and replacements; charges for utilities used by the Property Association or on the Common Property; cleaning services; provision for a reserve account and the creation of reasonable reserves pursuant to the By-Laws of the Property Association; expenses and liabilities incurred by the Property Association in the performance of its purposes, exercise of its powers and enforcement of the provisions of this Declaration against the Members, Builders, Owners or other Persons; maintenance of vacant property; and all other expenses deemed by the Board of Directors of the Property Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

7.3 Basis and Collection of General Assessments. The Property Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate (the "General Assessment"). Each Member shall be assessed and all Parcels shall be assessed at uniform rates for similar Parcels, as provided for in the By-Laws. Should the Property Association at any time determine that the General Assessments made are insufficient to pay the Common Expenses for the period of time involved, the Board of Directors shall have authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance on a monthly or other periodic basis established by the Board of Directors.

7.4 Special Assessments. The Property Association shall have the power and authority to levy and collect a "Special Assessment" from each Member or from a particular Member or class of Members for payment of the following: the acquisition of property by the Property Association; the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto; and the expense of indemnification of each Director and Officer and member of a committee of the Property Association. A Special Assessment shall be collectible in such manner as the Board of Directors shall determine. If a Special Assessment should exceed FIVE HUNDRED DOLLARS (\$500.00) per Parcel, it shall require the approval of the Members of the Property Association, to be obtained at a duly convened regular or special meeting at which a quorum exists and which is called at least in part to secure this approval; provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the Voting Members present in person or by proxy.

7.5 Emergency Special Assessments. The Property Association may levy an Emergency Special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to Person or property. Such Emergency Special Assessment may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvement, repair or replacement. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods and fires. Emergency Special Assessments shall be collected in such manner as the Board of Directors shall determine.

7.6 Individual Assessment. The Property Association may levy an Individual Assessment when, in the determination of the Board of Directors, there has been damage or destruction to a portion of the Common Property caused by or for which only Owners or Builders of a particular class or owning property within a particular Subdivision are legally responsible, or may levy such Individual Assessment against a particular Builder or Owner for damage to Common Property or to the property of others, including Improvements, caused by such Builder or Owner, or his family, guests, invitees, tenants, lessees, agents or other Persons under his actual or apparent control.

7.7 Effect of Non-Payment of Assessments. All notices of Assessments from the Property Association to the Members (Sub-Associations) or to an individual Builder or Owner shall designate when the Assessment is due and payable.

7.7.1 If any Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by law (or in the absence of such law, at such interest rate as the Board of Directors of the Property Association may decide from time to time) from the date when due until paid.

7.7.2 The Assessments together with interest thereon and the cost of collection thereof, including attorneys' fees, shall be a continuing lien against all property owned and all Parcels governed by the Member (Sub-Association) against which the Assessment is made and shall also be the continuing personal obligation of that Member and of each Owner and Builder subject to its jurisdiction and a lien on their Lots, Parcels and properties. Any successor in title to any Builder or Owner shall be held to constructive notice of the records of the Property Association to determine the existence of any delinquency in the payment of Assessments by the Sub-Association to which the Lot or Parcel and its Owner, including a Builder, is subject or any failure to pay an Individual Assessment.

7.7.3 If any Assessment or any installment thereof shall not be paid within thirty (30) days following the due date, the Property Association may declare the entire Assessment immediately due and payable. The Property Association may also record a claim of lien in the Public Records of the County against all Lots and Parcels governed by the delinquent Member setting forth the amount of the unpaid Assessments, the rate of interest due thereon and the costs of collection thereof.

7.7.4 The Property Association may at any time after recording a lien bring an action to foreclose the lien against any one or more of the properties encumbered thereby, and a suit on the personal obligation of the Member and of each Owner and Builder subject to its jurisdiction. There shall be added to the amount of the Assessment interest, late charges, the cost of such action, including attorneys' fees incurred by the Property Association before suit, in litigation and on appeal, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and on all advances or expenditures paid the Property Association from the date advanced.

7.7.5 Regardless of the date of recordation of any claim of lien, the effective date thereof shall relate back, and it shall take priority as of the date of recording this Declaration in the Public Records of the County.

7.7.6 Each Owner and Builder may relieve his Lot or Parcel of the Assessment against the Sub-Association to which he belongs and which governs his Lot or Parcel and release the lien against his Lot or Parcel by paying to the Property Association the proportionate amount of the Assessment attributable to his Lot or Parcel as determined by the Property Association. Upon such payment, the Property

7.7.6 Each Owner and Builder may relieve his Lot or Parcel of the Assessment against the Sub-Association to which he belongs and which governs his Lot or Parcel and release the lien against his Lot or Parcel by paying to the Property Association the proportionate amount of the Assessment attributable to his Lot or Parcel as determined by the Property Association. Upon such payment, the Property Association shall execute a release of lien with respect to such Owner or Builder and his Lot or Parcel.

7.8 Additional Assessments. The Assessments provided for herein shall be in addition to any other assessments, charges or taxes which may be levied by any Sub-Association to which any Lots or Parcels may be subject and by any water management or water control district responsible for maintenance of the Water Management System.

7.9 Certificate of Assessments. The Property Association shall prepare a roster of the Sub-Associations (including any Builder or owner of an entire Subdivision prior to the creation of a Sub-Association) and the Assessments applicable thereto, which shall be kept in the office of the Property Association and shall be open to inspection by all Members and Owners, including Builders. At the request of a Member, Builder or Owner, the Board of Directors shall prepare a certificate of Assessments signed by an Officer of the Property Association, setting forth whether the Sub-Association's Assessments and, if applicable, an Owner's or Builder's Individual Assessments have been paid and the amount which is due as of the date of the certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated to have been paid or partially paid.

7.10 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Property Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Mortgagee. Such subordination, however, shall apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged property pursuant to a decree of foreclosure or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Lot or Parcel and its Owner, including Builders, from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure may be reallocated and assessed to all Members as a Common Expense. The written opinion of the Property Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination.

7.11 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments to the Property Association:

7.11.1 All property dedicated or reserved or conveyed to or owned by the Property Association.

7.11.2 All property dedicated or reserved or conveyed to or owned by a water management district, water control district or other Person responsible for maintenance of the Water Management System.

7.11.3 Any portion of the Total Property dedicated to the County.

7.11.4 Any portion of the Total Property exempted from ad valorem taxation by the laws of the State of Florida.

7.11.5 Any portion of the Total Property owned by Declarant.

7.12 Submission of Financial Report. The Property Association shall provide copies of its financial statements, income and expenditure statements and budgets to Members and Directors no less frequently than annually. Mortgagees shall be entitled to financial statements upon written request therefor to the Property Association; provided, however, the Board may establish a reasonable fee to cover the cost of copying and postage for transmitting any financial statement, report or otherwise responding to a Mortgagee's request.

ARTICLE 8

MAINTENANCE OF PROPERTY

8.1 Owner and Builder Responsibilities.

8.1.1 Each Owner and Builder shall be responsible for maintenance of his Lot or other portion of the Total Property including all Improvements, Residential Units or C.L.F. Units located thereon and of his vacant or unimproved property.

8.1.2 The Property Association shall have an irrevocable right of access to all Lots and Parcels to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Total Property.

8.2 Sub-Association Responsibilities. Each Sub-Association shall be responsible for the maintenance of all Common Property shown on the Plat of any portion of the Total Property governed by such Sub-Association or as otherwise established by other legal documentation affecting such property including this Declaration.

8.3 Maintenance of Common Property. The Property Association shall be responsible for the maintenance of all Common Property.

8.4 Maintenance of Landscaping. The Property Association shall be responsible for maintaining all landscaping on the Common Property, including that landscaping at the entrances or exists of Wellington's Edge and that along Wellington's Edge Boulevard, Forest Hill Boulevard and other arterial or collector roads within the Total Property.

8.5 Maintenance of Water Management System. The Property Association shall be responsible for perpetual maintenance of the Water Management System and the maintenance, repair and operation of the Water Management Facilities in accordance with the requirements of the South Florida Water Management District ("SFWMD").

ARTICLE 9

ARCHITECTURAL CONTROLS

9.1 Architectural Review and Approval. It is the intent of Declarant to create within Wellington's Edge a community of high quality and harmonious Improvements. Accordingly, no Improvements shall be commenced, erected, placed or maintained within the the Total Property, nor shall any addition, change or alteration be made to any Improvements unless and until the plans, specifications and location of same shall have been submitted to and approved in writing by the Architectural Review Board of the Property Association. All such plans and specifications shall be evaluated as to harmony of exterior design, color, materials and location in relation to surrounding structures and topography, and as to conformity with the architectural standards contained herein and as otherwise established by the A.R.B.

9.2 Architectural Review Board. The A.R.B. shall be a permanent committee of the Property Association and shall administer and perform the architectural review and control functions of the Property Association. The A.R.B. shall consist of not less than three (3) voting members and such additional voting members, advisors and

consultants as the Board of Directors may from time to time determine and appoint. After the Turnover Date when the Declarant relinquishes control of the Property Association, each Sub-Association shall have the right to designate one (1) member of the A.R.B. and the Declarant shall have the right to designate two (2) members of the A.R.B. for each Subdivision or unplatted tract as shown on the Master Plan which the Declarant owns or controls.

9.3 Powers and Duties of the A.R.B. The A.R.B. shall have the following powers and duties:

9.3.1 To require submission to the A.R.B. of all plans and specifications for any Improvement proposed to be constructed, altered, changed, added to, modified or placed upon any portion of the Total Property.

9.3.2 To approve or disapprove the plans and specifications submitted to the A.R.B., and to approve or disapprove any additions, changes, modifications or alterations thereof.

9.3.3 To grant variances from the architectural standards promulgated by the A.R.B. on a case-by-case basis; provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners.

9.3.4 If any Improvement shall be constructed or altered without the prior approval of the A.R.B., the Owner or the Builder or the Sub-Association performing or authorizing such work shall, upon demand of the A.R.B. or the Board of Directors or an Officer of the Property Association cause such Improvement to be removed (including the demolition of any structure whether or not permits were issued by the County) or restored to comply with the plans and specifications originally approved by the A.R.B., if possible. The Owner or Builder or Sub-Association shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Property Association.

9.3.5 To adopt architectural standards and rules and regulations, from time to time, governing the procedures to be followed by Owners, Builders, Sub-Associations, other Persons and the A.R.B., including the form and content of requests and of the plans and specifications to be submitted for approval.

9.3.6 To adopt a schedule of reasonable fees for processing requests for approval of proposed Improvements. Such fees shall be payable to the Property Association at the time that the request together with three (3) complete sets of plans and specifications are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid by an Owner or Sub-Association, shall be deemed to be an Individual Assessment enforceable against the Lot or Parcel or other property and the Owner thereof, and against the Lot, Parcel or other portion of the Total Property owned by a Builder, and against a Sub-Association and all Owners, Builders and property subject to its jurisdiction in the manner provided for the enforcement of other Assessments.

9.4 Review Criteria. All Improvements constructed within the Total Property shall comply with the architectural standards and the rules and regulations promulgated by the A.R.B. In its approval process, however, the A.R.B. may consider such additional architectural criteria as it may deem reasonably necessary in order to further the intent of Declarant and the Property Association for the development of the Total Property.

9.5 Procedure Before the A.R.B. All Persons applying for approval of the A.R.B. shall comply with such rules, regulations and standards as may be adopted by the A.R.B. to govern its procedures.

9.6 No Liability for Actions of A.R.B. Neither Declarant, the Directors or Officers of the Property Association, the members of the A.R.B. nor any Person acting on behalf of any of them shall be liable for any costs or damages incurred by any Owner or Builder or Sub-Association or any other Person due to any mistakes in judgment, negligence or any action of the A.R.B. taken in connection with the

approval or disapproval of plans and specifications or in the exercise of its authority under this Declaration or delegated to it by the Board.

Each Sub-Association governing a Subdivision and each Owner and occupant of any Lot or Parcel and each Builder of any Lot, Subdivision or other portion of the Total Property agrees, by acquiring title thereto or an interest therein or by assuming possession or control thereof, that he and all Persons claiming by, through or under such Sub-Association, Owner, occupant or Builder shall not bring any action or suit against Declarant, the Directors or Officers of the Property Association, the members of the A.R.B. or their respective employees and agents to recover any loss, cost or damages caused by the actions or inaction of the A.R.B. Neither Declarant, the Directors or Officers of the Property Association, the members of the A.R.B. nor any Person acting on behalf of any of them shall be responsible for any defects, deficiencies or omissions in any plans and specifications, nor for any defects in any Improvement constructed pursuant thereto. Each Person submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto and for compliance with all applicable laws, ordinances and regulations of every Public Body having jurisdiction and with the South Florida Building Code.

9.7 Approval Rights of Declarant. With respect to plans and specifications submitted to the A.R.B. for any Improvement proposed to be constructed within the Total Property, and notwithstanding that Declarant has turned over control on the Turnover Date, as long as Declarant owns any portion of the Total Property a negative vote of Declarant's representative of the Sub-Association created by Declarant to govern a Subdivision owned by Declarant, shall constitute rejections of the proposed Improvement and denial of approval by the A.R.B.

ARTICLE 10

RECREATIONAL PROPERTY

10.1 Recreational Facilities. All Common Property and related amenities located within the Total Property whether or not designated for a particular other use, may also be used for recreational purposes by Owners or limited classes of Owners or non-Owners, subject, however, to such rules, regulations, limitations, restrictions and prohibitions as may from time to time be promulgated or adopted by the Declarant. Declarant and, after the Turnover Date, the Property Association, shall have the right from time to time, in their or its sole and absolute discretion and without notice, to establish the terms and conditions for the use of Recreational Facilities including, but without limitation, the terms of eligibility for use, the use privileges available, the categories of use, the number of users permitted at any one time or from time to time, and to terminate any and all use rights or privileges. Ownership of a Lot or Parcel or Congregate Living Facility does not confer any use right or ownership interest in the Recreational Facilities or Common Property.

10.2 General Use. Each Owner of a Lot or Parcel shall have the right to use Common Property designated as such on a Plat which is located within the Subdivision in which his Parcel is located subject to the rules and regulations of the Property Association and those promulgated by a Sub-Association formed to manage or maintain the Subdivision. Unless otherwise limited by the Property Association, such use shall be in common with all other Owners at Wellington's Edge.

10.3 Clubhouse Facility. In the event a clubhouse is constructed on Common Property, Owners of Residential Units shall have the right to apply for membership in a Club which may be created by the Declarant to manage and operate the clubhouse and any related amenities upon the terms and conditions established by the Declarant and existing at the time such Owner's subscription for membership in the Club is submitted. In the event an Owner is accepted as a member of such Club, he shall be subject to such documents and such rules and regulations of the Club as are established and existing at the time of his acceptance and as the same may be amended from time to time, and shall be required to pay such fees, dues and other

amounts as may be required by such Club from time to time. Membership in any Club shall not confer any right, title or other interest in the Club, clubhouse, related amenities or the land and Improvements where located unless declared otherwise by the Declarant.

10.4 Restriction on Use of Lakes. No boat, water ski or water vehicle of any kind with gasoline or diesel or other fuel or power driven engine shall be used on any portion of any lake or any Water Management Area for any purpose or at any time. Only boats or other water vehicles which are wind or man propelled by sail, oar or other system specifically approved by the Board of Directors of the Property Association may be used.

ARTICLE 11

INSURANCE

Insurance, other than title insurance, that shall be carried on the Common Property shall be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Common Property shall be purchased by the Property Association and shall be placed in a single agency or company, if possible. The named insured shall be the Property Association as agent for the Members without naming them and as agent for Owners and Mortgagees as their interest may appear. The policies shall provide that payments by the insurer for losses shall be made to the Property Association. Owners and Builders may and should purchase insurance on their individual Parcels, as they deem appropriate.

11.2 Types of Insurance Coverage.

11.2.1 Public Liability Insurance. The Property Association shall obtain public liability insurance covering all of the Common Property and insuring the Property Association and the Members as their interests may appear in such amounts and providing such coverage as the Board of Directors may determine from time to time including without limitation, coverage for bodily injury, wrongful death and property damage resulting from operation, maintenance or use of the Common Property and any legal liability arising in connection with employment contracts to which the Property Association is a party; provided that the minimum amount of coverage shall be \$500,000 each person, and \$2,000,000 each incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage. The liability policy must provide for at least ten (10) days written notice to the Property Association before the insurer can cancel or substantially modify the policy.

11.2.2 Casualty Insurance. The Property Association shall obtain fire, and extended coverage insurance for Improvements on the Common Property excluding land, foundation and excavation costs, at its maximum insurable replacement value, except that all personal property owned by the Property Association shall be insured for its full insurable value, all as determined annually by the Board of Directors.

11.2.3 Flood Insurance. The Property Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.

11.2.4 Compensation Insurance. The Property Association shall obtain compensation insurance in order to meet the requirements of law, as necessary.

11.2.5 Other Insurance. The Board of Directors may obtain such other insurance as it shall determine from time to time to be desirable.

11.2.6 Subrogation Waiver. If available, the Property Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Owners, Builders, Members, the Property Association and their respective servants, agents and guests.

11.3 Premiums. Premiums for insurance policies purchased by the Property Association shall be paid by the Property Association. The cost of insurance premiums and other incidental expenses incurred by the Property Association in administering and carrying out any of the provisions of this Article shall be a Common Expense.

11.4 Property Association's Power to Compromise Claims. The Board of Directors is hereby irrevocably appointed agent for each Member, Owner, Builder, Mortgagee or other lien holder, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Property Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE 12

INDEMNIFICATION OF DIRECTORS, OFFICERS AND MEMBERS OF THE A.R.B.

Every Director and Officer of the Property Association and member of the A.R.B. or of any other committee appointed by the Board of Directors shall be indemnified by the Property Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his having been a Director, Officer or member of the A.R.B. or other committee, whether or not he is a Director, Officer or member of the A.R.B. or other committee at the time such expenses are incurred, except in such cases where the Director, Officer or member of the A.R.B. or other committee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided however, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director, Officer or member of the A.R.B. or other committee seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interest of the Property Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Officer, Director or member of the A.R.B. or other committee may be entitled under the Articles and By-Laws of the Property Association, or otherwise.

ARTICLE 13

GENERAL PROVISIONS

13.1 Assignment. All of the rights, powers, obligations, easements and estates reserved by or granted to Declarant or the Property Association may be assigned by Declarant or the Property Association, as the case may be. After such assignment, Declarant or the Property Association, as the case may be, shall be released and forever discharged of all obligations with respect to such right, power, obligation, easement or estate.

13.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the Public Records of the County subject however, to the following provisions:

13.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Declarant must obtain the approval of at least seventy-five percent (75%) of the total votes of all Voting Members; provided that until such time as the Declarant relinquishes control of the Property Association, no amendments may be made without the joinder of Declarant.

13.2.2 As long as Declarant owns any property within the Total Property for sale or development, Declarant shall have the absolute and unconditional right without the joinder and consent of Members and Sub-Associations, Owners, Builders, the Property Association or any other Person, to alter, amend, add to, modify, change, revoke, rescind or cancel any or all of the provisions contained in this Declaration including, but not limited to the provisions relating to subjecting additional

property to this Declaration, use restrictions and Assessments, and the foregoing parties hereby waive any right or privilege to consent to such changes. Such changes may affect the Total Property or only specific portions of the Total Property.

13.2.3 For the limited purpose of subjecting additional real property to this Declaration, this Declaration may be amended by Declarant in accordance with Article 2.2 at any time, without the joinder or consent of any Member, Owner, Builder, Mortgagee or any other Person.

13.2.4 No amendment, alteration or modification of this Declaration may be made which affects the rights or privileges of any Mortgagee without the express prior written consent of the Mortgagee so affected.

13.2.5 Any duly adopted amendment to this Declaration shall run with and bind the Total Property for the same period and to the same extent as do the covenants and restrictions set forth herein. Any amendment to this Declaration which affects surface water drainage or the Preserve Areas must have the prior approval of the South Florida Water Management District.

13.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Total Property for a term of twenty-five (25) years from the date of recording of this Declaration in the County Public Records, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by the President and Secretary of the Property Association certifying the approval by at least seventy-five percent (75%) of the total votes of all Voting Members agreeing to terminate these covenants and restrictions has been recorded in the County Public Records.

13.4 Covenants Running with the Land. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Total Property and each portion thereof, shall run with the land, shall be binding upon Builders and Owners, and upon owners of any portion of the Total Property, upon the Members and Sub-Associations, upon all Lots, Parcels and Common Property, and shall inure to the benefit of Declarant, the Property Association and the Owners of Parcels.

13.5 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained in this Declaration and any amendment hereto shall be by a proceeding at law or in equity against any Person violating or attempting to violate any such provision and against the Lots, Parcels and other properties subject hereto to enforce any lien created by this Declaration. Only the Declarant and the Property Association shall have the power and standing in a court of law or equity to enforce the terms of this Declaration. The failure or refusal of Declarant or the Property Association to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter, or impose any liability upon the Declarant or the Property Association for such failure or refusal.

13.6 Notices. Any notice required to be sent to any Owner or Builder or Member under the provisions of this Declaration shall be deemed to have been properly given three days after being deposited in a U.S. Mail collection box, postage prepaid, or when delivered by hand, messenger or facsimile machine (herein collectively "service") to the last known address or telecopier number of the Person who appears as an Owner or Builder or Member on the records of the Property Association as of the time of such service.

13.6.1 Notices of a general nature including, but not limited to, notice of the calling of any meetings of Members of the Property Association, directed to all Owners or Members or other Persons having an interest in any portion of the Total Property including, but not limited to, Builders or Mortgagees, shall be sufficient and deemed properly served when published once each week for two (2) consecutive weeks in a newspaper printed and published in the County once a week or more often in the English language, for sale and available to the public generally in the County, provided that the date of first publication is at least ten (10) days prior to the date the event or subject of such notice shall occur or become effective.

13.7 Notice to Declarant and Property Association. Notice to the Declarant or the Property Association or requests for architectural approval, information or other requests shall be in writing and delivered or mailed to:

Declarant: 2300 Coral Way
Miami, Florida 33145

Property Association: 2300 Coral Way
Miami, Florida 33145

or to any other address or location designated by the Declarant or by the Property Association, notice of which alternative address or location is published once each week for two (2) consecutive weeks in a newspaper printed and published in the County once a week or more in the English language, for sale and available to the public generally in the County.

13.8 Notice to Mortgagees. The holder of a mortgage encumbering a Parcel may notify the Property Association of the existence of such mortgage and upon receipt of that notice, the Property Association shall register on its records all pertinent information pertaining to the mortgagee. Upon written request to the Property Association, identifying the name and address of the Mortgagee and the number or address of the mortgaged Parcel, any Mortgagee may request notice of the following:

13.8.1 Any condemnation or casualty loss that affects a material portion of the Parcel securing its mortgage;

13.8.2 Any sixty (60)-day delinquency in the payment of Assessments owed by the Sub-Association of the Owner of any Parcel on which the Mortgagee holds a mortgage;

13.8.3 A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Property Association; and

13.8.4 Any proposed action that requires the consent of such Mortgagee or of a specified percentage of Mortgagees, provided, however, each Mortgagee shall by acceptance of a mortgage on a Parcel or other portion of the Total Property be deemed to have acknowledged that notice from the Property Association is a courtesy only and not a duty or obligation, and any failure or neglect on the part of the Property Association to give notice to any Mortgagee shall not create or impose any liability upon the Property Association or create any claim or chose in action against it.

13.9 Rights of Members. Current copies of the Declaration, Articles, By-Laws, rules and regulations and other books, records, legal documents and financial statements of the Property Association shall be open to inspection, upon three (3) days prior written request, by a Member and its authorized representatives during normal business hours or under other reasonable circumstances.

13.10 Incorporation of Additional Restrictions. In addition to this Declaration, separate portions of the Total Property shall be subject to the additional covenants, restrictions, reservations, assessments, liens and other terms and provisions set forth in a separate declaration or declarations governed by Sub-Associations. In the event any Sub-Association fails or neglects to enforce the terms and provisions of such additional declarations, the Property Association shall have the right, but not the obligation, to enforce the same and to recover all of its costs and expenses, including attorneys' fees, in doing so.

13.11 Gender and Number. The use of the singular herein shall include the plural and vice versa, and the use of any gender shall include all genders.

13.12 Severability. Invalidation of any one of the covenants or restrictions contained herein by final judgment or final court order which are not subject to appeal or with respect to which all appeals have been exhausted shall in no way affect any other provision hereof, which shall remain in full force and effect.

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

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

ALBERTO VADIA
[Handwritten signature]

ROSARIO VADIA

JOINDER OF PROPERTY ASSOCIATION

Wellington Edge Property Association, Inc. hereby joins in this Declaration of Protective Covenants and Restrictions for the purpose of agreeing to perform its duties and obligations as contained herein.

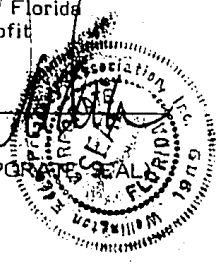
Signed, sealed and delivered in the presence of:

[Handwritten signature]

[Handwritten signature]

WELLINGTON EDGE PROPERTY ASSOCIATION, INC., a Florida corporation not for profit

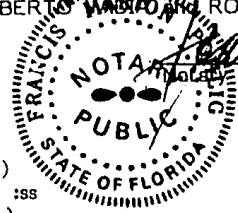
BY: *[Handwritten signature]*



STATE OF FLORIDA)
 :ss
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 19th day of May, 1989, by ALBERTO MARION VADIA and ROSARIO VADIA.

My Commission Expires:

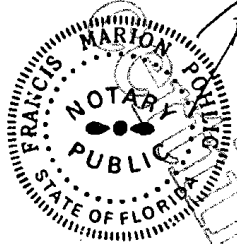


Francis Marion Vadia
Notary Public, State of Florida

STATE OF FLORIDA)
 :ss
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 19th day of May, 1989, by RICARDO VADIA, the President of WELLINGTON EDGE PROPERTY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.

My commission expires:



Francis Marion Vadia
Notary Public, State of Florida

Notary Public, State of Florida At Large
My Commission Expires May 5, 1993

This is not a certified copy

EXHIBIT "A"

LEGAL DESCRIPTION

Lands in Section 12, Township 44 South, Range 41 East, Palm Beach County, Florida, being more particularly described as follows:

PARCEL 1

All that part of Tracts 22 through 27, inclusive, of Block 18, Palm Beach Farms Company Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54, inclusive, Public Records of Palm Beach County, Florida, being bounded on the South by the Northerly right-of-way line of Forest Hill Boulevard as recorded in Official Records Book 2198, Pages 1200 and 1201 of said Public Records and being bounded on the East by the West Line of the Easterly 255.91 feet of Tracts 22 and 27, Block 18, said Palm Beach Farms Company Plat No. 3

PARCEL 2

The Southwest one-quarter (¼) of Section 12, less the Southerly 173.00 feet thereof and less the Easterly 40.00 feet thereof

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT