



**Ibis Property Owners
Association, Inc.**

AMENDED AND RESTATED
**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
IBIS GOLF AND COUNTRY CLUB**

Final.1. Approved by the Board 1-9-2017

Amended and Restated

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR IBIS PROPERTY OWNERS ASSOCIATION, INC.
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AMENDED AND RESTATED
**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR IBIS
GOLF AND COUNTRY CLUB**

This Amended and Restated Declaration of Covenants, Restrictions and Easements is made this 24th day of July, 1990, by IBIS-LANDING-VENTURE, LTD., a Florida limited partnership IBIS Property Owners Association, Inc. (hereinafter referred to as ~~the "Declarant"~~ the "Master Association").

RECITALS

WHEREAS, Declarant Master Association is the owner of certain real property located in the City of West Palm Beach, Palm Beach County, Florida, which is more particularly described in Exhibit "A" hereto (hereinafter referred to as the "Community"), and

WHEREAS, Master Association Declarant wishes to initially subject certain portions of the Community to the terms and conditions of this Declaration, which portions of the Community are more particularly described in Exhibit "B" hereto (hereinafter referred to as the "Property"), and

WHEREAS, Master Association Declarant deems it desirable for the efficient preservation of the values and amenities of the Property (known as "Ibis" or "Ibis Golf and Country Club") to create a corporation not-for-profit under the laws of the state of Florida (hereinafter referred to as the "Master Association") to which there should be assigned the powers of owning, maintaining and administering those portions of the Property which may be designated as "Common Areas" (as hereinafter defined) pursuant hereto and for the further purpose of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created by this Declaration, and

WHEREAS, ~~Declarant has caused~~ the Master Association, the members of which shall be the respective Owners of Lots in the Property, ~~including the Declarant~~, to be formed for the purpose of exercising the aforesaid purposes and functions, and

WHEREAS, Master Association Declarant presently intends to ~~undertake the sale or lease of those Lots within~~ operate and maintain the Property pursuant to a general plan and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with said Property as hereinafter set forth. The Master Association Declarant wishes to initially subject the Property to the terms and conditions of this Declaration and may execute, acknowledge and record supplemental declarations or amendments so long as the Master Association Declarant is the owner of any portion of the Property or Community affected by such Supplemental Declaration(s) (as hereinafter defined). Such Supplemental Declaration(s) or amendments may bring additional lands under the provisions of this Declaration as hereinafter provided, and may impose further and additional restrictions, conditions and covenants for the operation, protection and maintenance of the Property, or such

portions thereof or other lands, all as hereinafter set forth.

NOW THEREFORE, ~~the Master Association Declarant~~ hereby declares that all of the real property described in Exhibit "B" attached hereto shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, improved and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges, and equitable servitudes as hereinafter set forth, all of which are for the purpose of uniformly enhancing and protecting the value, desirability and attractiveness, and are in furtherance of a general plan for the protection, maintenance and improvement of the Property. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth herein shall run with the title to the real property described in Exhibit "B" attached hereto and shall be binding upon all persons having or acquiring any right, title or interest herein or any part thereof, their heirs, personal representatives successors and assigns and shall inure to the benefit of each and every person or entity from time to time owning or holding an interest in said real property or any portion thereof and shall further inure to the benefit of and be binding upon the Master Association Declarant, its successors and assigns and each other Owner, his respective heirs, personal representatives, successors and assigns and his tenants, invitees, licensees, and guests and may be enforced by an Owner, and his heirs, personal representatives, successors and assigns, ~~by the Master Association, and~~ by the Master Association Declarant so long as it is an Owner of any portion of the Property or Community, including, but not limited to any Lots contained within the Property. This Declaration and any amendment hereto shall not be deemed to be for the benefit of any holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title to a Lot pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure.

~~Notwithstanding the foregoing, no provision of this Declaration shall in any manner be construed as to prevent or limit Declarant's rights to complete the sale or lease of any portion of the Property or Community and the construction of improvements thereon, nor Declarant's right to maintain models, construct sales, Master Association or leasing offices, or similar or facilities on any portion of the Property or Community nor Declarant's right to post signs incidental to the sales leasing or otherwise marketing of any portion of the Property or Community.~~

ARTICLE I DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration or Amendment hereto, or any Sub-Declaration (as hereinafter defined) recorded affecting any portion of the Property (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Aggregate Assessment" or "Annual Assessment" shall mean and refer to the total annual assessment for the Master Association pursuant to the Annual Budget.

Section 2. "Annual Budget" shall mean and refer to the estimated total expenditures for services to be provided by the Master Association and other expenses of the Master

Association, as more particularly described in Article V of this Declaration.

Section 3. "Architectural Review Board" or "ARB" shall mean and refer to the Architectural Review Board of the Master Association as more particularly described in Article IX of this Declaration.

Section 4. "Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of the Master Association being Exhibit "C" to this Declaration, as same may exist from time to time.

Section 5. "Assessment Unit" shall mean and refer to the amount of the Annual Assessment levied against each Lot or Unit or in the case of Commercial Lots or Units or the Ibis Club Facilities, each 4,000 square feet of enclosed non-residential property space, for a given year, as determined from time to time by the Board of Directors of the Association.

Section 6. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Master Association as said Board may exist from time to time.

Section 7. "Bylaws" shall mean and refer to the Amended and Restated Bylaws of the Master Association being Exhibit "D" to this Declaration, as the same may exist from time to time.

Section 8. "City" shall mean and refer to the City of West Palm Beach, Florida.

Section 9. "Club Board" shall mean and refer to the governing board of Ibis Golf and Country Club as said governing board may exist from time to time.

Section 10. "Club Facilities" or "Ibis Club Facilities" shall mean and refer to the three golf courses, clubhouse and ~~a bath & tennis club~~ other Club facilities as they may exist from time to time.

Section 11. "Club Members" shall mean and refer to members of the private membership club known as Ibis Golf and Country club located within the Community.

Section 12. "Club Owner" shall mean and refer to the fee title owner of the Club Facilities (as defined in Section 10 of this Article as the same may exist from time to time).

Section 13. "Common Areas" shall mean all real property located within the Property or easements thereon, together with any improvements thereon, and any personal property situated thereat, which are actually deeded to, dedicated to, or otherwise acquired by the Master Association. Such Common Areas shall be designed and intended for the common, nonexclusive use of certain (or all) of the Owners and their tenants, guests, licensees and invitees. Common Areas shall include those areas designated as such herein or in any Supplemental Declaration hereto or by or on any plat where dedication thereon is made ~~by Declarant~~, together with, if applicable and to the extent provided herein, all private roadways, landscaping and pedestrian areas, entry features, signs erected ~~by Declarant~~ to identify the Property or any portions thereof,

the main gate houses (if any), irrigation and sprinkler systems, internal signalization and signage, areas surrounding canals or lakes and special design or landscaping features over or around such canals or lakes so long as such areas, special design or landscaping features, are not within an area dedicated to or maintained by the Northern Palm Beach County Improvement District and as long as the aforesaid items are within the Property.

Furthermore, Common Areas shall include such similar items or property which may hereafter be added to the Common Areas by Supplemental Declaration or otherwise regardless of whether any such items are capable of being legally described or lie within dedicated areas, together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, off-street parking areas, sidewalks, and other pedestrian paths (such as jogging and bicycle paths), street lights, walls, fountains, entrance features, but excluding the Club Facilities as defined in Section 10 of this Article, any public utility installments thereon or any areas which have been dedicated to any public utility or special taxing district. Further provided, however, certain portions of the Property shall not be deemed to be Common Areas to the extent the same are specifically made common areas of a Sub-Association pursuant to a Sub-Declaration as hereinafter described.

Without limiting the generality of the foregoing, it is specifically intended that the Common Areas shall include any and all subsequent capital improvements made by or at the direction of the ~~Declarant and/or the~~ Master Association beyond the initial installations and/or maintenance provided by any governmental or quasi-governmental entity to which applicable portions of the Property may now or hereafter be dedicated. ~~In addition to the Master Association, The Master Association Declarant~~ shall have the right, subject to obtaining all required governmental approvals and permits to construct or to have constructed on such Common Areas those facilities ~~the Master Association Declarant~~ deems appropriate. All references herein to particular property or structures which are or may become part of the Common Areas are by way of illustration and example only, and ~~Declarant~~ the Master Association shall be under no obligation to grant or construct such particular property or structures by reason of such references. Additionally, the timing, phasing and dates of completion of all such construction relative to Common Areas shall be solely within the discretion of the Master Association Declarant.

Master Association Declarant may, but shall not be obligated to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Areas, such identification shall not be required for a portion of the Property to be deemed a Common Area hereunder. Without limiting the generality of any other provisions of this Article, in the event that ~~the Master Association Declarant~~ determines that a particular portion of the Property is or is not a Common Area hereunder, such determination shall be binding and conclusive.

It is specifically contemplated that the Common Areas may change from time to time in connection with changes in ~~the Master Association's Declarant's~~ development plans and other factors not now known (including, without limitation, by increase, decrease or transfer to a Sub-Association). Accordingly, reference in this Declaration to the Common Areas shall be deemed to refer to same as they may exist from time to time.

Section 14. "Community" shall mean and refer to that certain real property located in the City of West Palm Beach, owned by the Master Association Declarant, and its Members, more particularly described in Exhibit "A" hereto, portions of which are the subject of this Declaration.

Section 15. "Community Systems" shall mean and refer to any and all communication services, including but not limited to cable television, internet services, information services, telecommunications, alarm monitoring lines, street lighting, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) ~~installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property~~ and serving more than one Lot. The Master Association Declarant shall be permitted, but shall not be obligated to install and/or cause the installation of Community Systems.

Section 16. "County" shall mean and refer to Palm Beach County, Florida.

Section 17. "Master Association Declarant" shall mean and refer to ~~Ibis Landing Venture Ltd., a Florida limited partnership. Ibis Property Owners Association, Inc., a public not for profit corporation formed pursuant to Florida Statute Chapter 617. The Master Association Declarant~~ or any of the entities comprising the Master Association Declarant may assign all or a portion of its rights hereunder, or all or a portion of its rights in connection with the appropriate portions of the Community. In the event of such a partial assignment, the assignee shall not be deemed the Master Association Declarant, but may exercise such rights of the Master Association Declarant specifically assigned to it. Any such assignment shall be presumed to be on a non-exclusive basis, unless otherwise expressly stated.

Section 18. "Declaration" shall mean and refer to this instrument and all exhibits thereto as the same may be amended or supplemented from time to time.

Section 19. "District" or "Northern" shall mean and refer to the Northern Palm Beach ~~Water Control County Improvement~~ District or its successors.

Section 20. "District Property" shall mean and refer to such property, including, but not limited to, lakes, canals or other water bodies and areas surrounding same and improvements thereto or thereon dedicated to or owned by the District or, upon which the District has assumed responsibility for the operation, maintenance and administration of such areas or to improvements or betterments to those areas.

Section 21. "General Expenses" shall mean and refer to the expenditures for maintenance, operation and the rendering of services required or authorized to be performed by the Master Association or its agents, designees, or assigns. General Expenses shall also refer to any expenditure of the Master Association for the purposes of promoting the health, safety, welfare and recreational opportunities of the Owners and Residents as well as any other expenditure that the Board of Directors of the Master Association deems necessary in order to maintain and enhance the value of the Property as well as any expense that the Board of Directors

deems necessary to be in the best interests of the Master Association and its Owners and Residents.

Section 22. "Governing Documents" shall mean and refer to this Amended and Restated Declaration, the Amended and Restated Articles of Incorporation and Bylaws of the Master Association, as well as any Rules and Regulations and Use Restrictions adopted by the Board of Directors, as same may be amended from time to time.

Section ~~22~~23. "Improvements" shall mean and refer to all structures of any kind, including, without limitation any building, fence, wall, sign, paving, grading, non Sub-Association roads and sidewalks, any addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping or landscaping device or object or other changes to the natural state of the property and vegetation existing thereon.

Section ~~23~~24. "Individual Assessments" shall mean and refer to assessments levied against particular Lots, Units and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration.

Section ~~24~~25. "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved in writing by the Master Association Declarant, an agency of the United States government, or the Master Association or Declarant, which holds a first mortgage of public record on any Lot, or part thereof, or other portion of the Property and the holder of any mortgage of public record given or assumed by the Master Association Declarant, whether a first mortgage or otherwise, and their successors and assigns.

Section ~~25~~26. "Institutional Mortgage" shall mean and refer to any mortgage of public record given or assumed by the Master Association Declarant, whether a first mortgage or otherwise or any first mortgage of public record on any Lot or part thereof, or other portion of the Property, owned or held by an Institutional Mortgagee as said term is defined in Section ~~24~~ 25 of this Article.

Section ~~26~~27. "Lakes" for purposes of this Declaration and all exhibits hereto, when referred to herein or therein, shall be deemed to mean and refer to any lake, marsh, pond, canal, creek, stream or other water body within the Community. When the term "Lakes" is used in this Declaration, it shall be presumed unless otherwise specifically stated, that such Lakes shall be part of District Property as defined in Section 20 of this Article.

Section ~~27~~28. "Lot" shall mean and refer to any lot or tract of land which is not a Common Area and is also not the common area of a Sub-Association or a common element of a condominium on the various plats or portions of the Property subject to this Declaration (and to the extent the Master Association Declarant is not the Owner thereof, then designated by the Master Association Declarant and joined by the Owner thereof), any such lots or tract shown upon any re-subdivision of any such plat, and any other parcel of property hereafter made subject to this Declaration, whether or not platted. "Lot" includes a commercial lot or a residential lot as the same are hereinafter described. In the case of a condominium here after made on land subject

to this Declaration, if any, the "Lots" therein shall be the parcel of real property on which the condominium is constructed and not the individual condominium units located within said condominium. In no event, however, shall any portion of a Community System be deemed a part of a Lot unless and until same is made such pursuant to this Declaration.

A. "Commercial Lot" shall mean a Lot on which there is constructed, or may be constructed pursuant to applicable zoning ordinances and/or site plan, one or more commercial buildings, but shall not include the Ibis Club Owner Facilities.

B. "Residential Lot" shall mean a Lot intended for use and development as a dwelling unit or units and facilities appurtenant thereto.

Section ~~2829~~. "Master Association" shall mean and refer to IBIS PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation, its successors and assigns, being the entity responsible for the administration, and enforcement of performance of certain duties as hereinafter set forth in this Declaration and in the Articles and Bylaws.

Section ~~2930~~. "Member" shall mean and refer to all those Owners who are members of the Master Association as hereinafter provided.

~~Section 30. — "Property" shall mean and refer to that certain real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, more particularly described in Exhibit "B" hereto and any additions thereto in accordance with this Declaration, as it may be supplemented or amended from time to time. Real property may be withdrawn from the Property in accordance with Article II of this Declaration.~~

Section 31. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situate within the Property. The fee owner of the "Ibis Club Facilities,," the Club Owner as defined in Section 12 of this Article shall be deemed to be the Owner of the property upon which the Ibis Club Facilities exist or may exist in the future. If a condominium building is or will be located on a Lot, each owner of a Residential Unit within the condominium building shall be considered an Owner. Unless the context requires otherwise, a Sub-Association shall be deemed the "Owner" of any real property owned or administered by said Sub-Association. Notwithstanding any applicable theory of mortgage, Owner shall not mean or refer to the holder of a mortgage or security deed or its successors and assigns, unless and until such holder has acquired title pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure.

A. After November 1, 2007, no person(s) or entity shall acquire title and become an Owner of a residential Lot or a Residential Unit unless in connection with the instrument of conveyance for that Lot or Residential Unit there shall be recorded, a Certificate of Compliance as described in Article XI, Section 4 of this Master Declaration ("Certificate of Compliance"). Notwithstanding the foregoing, it shall not be deemed a transfer of an interest under the Master Declaration, nor shall a Certificate be required, incident to: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) a one-time transfer among family member(s) obtaining title directly from an

Owner as beneficiaries of an Owner by means of bona fide family planning device.

Section 32. "Property" shall mean and refer to that certain real property which is and shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, more particularly described in Exhibit "B" hereto and any additions thereto in accordance with this Declaration, as it may be supplemented or amended from time to time. Real property may be withdrawn from the Property in accordance with Article II of this Declaration.

~~Section 32. "Public Facilities" shall mean and refer to any building or other Improvement on the Property, the ownership or use of which is dedicated to the public or to a governmental or quasi-governmental agency. Such facilities shall be deemed to include, but are not limited to, school buildings, public safety facilities, recreation/civic parks; and helistop sites. Such facilities, however, shall not include District Property. Notwithstanding the foregoing, an area and improvements thereon may be deemed Public Facilities even if the use thereof may be restricted to only residents of the Property or Community.~~

Section 33. "Sub-Association" shall mean and refer to any association now or hereafter created to administer one or more specific portions of the Property pursuant to a declaration of condominium or declaration of covenants and restrictions or similar instrument affecting such portions but shall not mean or in any manner be deemed to include the Master Association.

Section 34. "Sub-Declaration" shall mean and refer to any Declaration of Covenants, Conditions, Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any other or similar instrument executed by a the Master Association or previously executed by a Declarant and recorded in the Public Records of Palm Beach County, Florida, affecting or purporting to affect any portion (but not all) of the Property and which Sub-Declaration may establish additional covenants and restrictions on certain portions of the Property and which, without limiting the generality of the foregoing, may provide for the right to place liens against property and the right to levy and collect assessments separate and apart from assessments or lien right of the Master Association.

Section 35. "Special Assessments" shall mean and refer to assessments for services which the Master Association is authorized or required to provide, to the extent that the Annual Assessment is insufficient to fund such services. Such Special Assessments are more particularly described in Article V of this Declaration.

Section 36. "Supplemental Declaration" or "Amendment" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions; Declaration of Condominium; Declaration of Cooperative Plan; or any similar instrument other than this Declaration which when executed by the Master Association Declarant, either has the effect of adding or deleting property to the Property pursuant to the provisions of Article II hereof, or any such Declaration affecting all of the Property or the Community.

Section 37. "Unit" shall mean and refer to any portion or subdivision of a Lot on which there is or may be constructed Improvements pursuant to the applicable zoning ordinance and/or site plan [whether separately owned or rented by the Owner of such Lot and whether such

Unit is located (or may be located) in a single-family or multi-family building (rental or otherwise)] , retail or commercial building, or any condominium unit in any condominium building that is or may be erected on any parcel of land within the Property. Notwithstanding any of the foregoing, no portion of any Community System shall be deemed to be part of a Unit unless and until same is made such pursuant hereto, if at all. Units hereunder shall be one of the following types:

A. A "Residential Unit" is any dwelling unit constructed on, or which may be constructed on a Residential Lot. In the case of a residential condominium building, each separate condominium unit therein shall be deemed a separate Residential Unit for purposes hereunder, but all such condominium building (s) on a single Lot (which shall be considered a Residential Lot) shall be treated as one Residential Lot for all purposes of this Declaration. A building which contains or constitutes more than one Residential Unit is sometimes hereinafter referred to as a "Residential Building";

B. A "Commercial Unit" is a retail, service, office, warehouse or other non-residential space which is separately owned or rented, and located on a Commercial Lot, but shall not include or be located upon or be part of the Ibis Club Facilities. A building which contains or may contain one or more Commercial Units is referred to herein as a "Commercial Building".

Section 38. "Use Restrictions" shall mean and refer to those Use Restrictions contained in Article VII of this Declaration, including any amendments or additions to such Use Restrictions adopted by the Board of Directors pursuant to its authority in Article VII, Section 33 hereof.

Section ~~38~~39. Interpretation and Flexibility. In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article, the determination made by the Master Association Declarant in such regard (~~as whether or not~~ evidenced by a recorded instrument stating same) shall be binding and conclusive. Moreover, the Master Association Declarant may, also, whether or not by way of a recorded instrument, alter or amend the application of any portion of this Declaration as to any specified portion (s) of the Community in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall, uniform scheme of development for the Community contemplated in this Declaration.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERE TO

Section 1. Legal Description. The real property comprising the Property which shall be held, transferred, sold, conveyed, leased and occupied subject to this Declaration is described in Exhibit "B" attached hereto and made a part hereof by reference. The Master Association Declarant may, in its sole discretion, either bring within this Declaration additional lands, or withdraw lands pursuant to this Article.

Section 2. Addition Of of Property. The Master Association Declarant may from time to time bring other land under the provisions of this Declaration and thereby add to the land which shall comprise the Property by executing and recording Supplemental Declarations or Amendments. Such Supplemental Declarations or Amendments shall not require the consent of then existing Owners," ~~the Master Association~~ or any other individual or entity whether or not the land being added thereby is part of the Community described on Exhibit "A" or otherwise. If the Master Association Declarant is not the owner of the land to be subjected hereto and/or added to the Property as of the date the applicable Supplemental Declaration or Amendment is to be made, then the fee owner(s) of such land shall join in such Supplemental Declaration or Amendment. Once so added, such land shall be deemed a part of the Property which has been subjected to this Declaration for all purposes of this Declaration, except as modified pursuant thereto, if at all. Nothing in this Declaration shall, however, obligate the Master Association Declarant to add to the Property.

All Owners, by acceptance of their deeds to, or otherwise acquiring title to their Lots thereby automatically consent to any rezoning, change, addition or deletion thereafter made by the Master Association Declarant and shall evidence such consent in writing if requested to do so by the Master Association Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the effect of this provision). With respect to property not owned by the Master Association Declarant, and/or its affiliates, the Master Association Declarant shall have right to impose (and retain for its own account) fees for the privilege of allowing such other property to be made subject to this Declaration as aforesaid. ~~Notwithstanding the foregoing, as long as Declarant owns any Lot within the Property, no additions may be made to the Property, nor Supplemental Declarations Amendments or Sub-Declarations be executed and recorded, without the prior written joinder and consent of the Declarant, which joinder and consent shall be in the sole and absolute discretion of the Declarant.~~

~~Section 3. — Withdrawal. — Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing any portion of the Property then owned by the Declarant or the Master Association from the provisions of this Declaration to the extent included originally in error or as a result of any change whatsoever in the plans for the Property desired to be effected by Declarant; provided, however that such withdrawal is not, in the reasonable judgment of Declarant unequivocally contrary to the overall, uniform scheme of development for the then remaining portions of the property. Any withdrawal of land not owned by Declarant from the provisions of this Declaration shall not be effected without the written consent or joinder of the then owner(s) of such land. Notwithstanding anything to the contrary contained in this Declaration, and without limitation, all easements, use and other similar rights created or granted under this Declaration shall automatically cease and terminate, as if never created or granted, as to all land which withdrawn from the Property in accordance herewith.~~

ARTICLE III MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner shall be a Member of the Master Association. Notwithstanding the foregoing, any such person or entity who merely

holds record ownership as security for the performance of an obligation shall not be a Member of the Master Association unless and until such holder has acquired title to a Lot or Unit pursuant to foreclosure or judicial proceeding or deed-in-lieu of foreclosure. Membership shall continue until such time as the Member transfers or conveys record ownership or such ownership is transferred or conveyed by operation of law, at which time, the Membership, with respect to the property conveyed, shall automatically be conferred upon the transferee, subject to the approval of the Master Association as indicated in Article ~~XIV~~ XII of this Declaration. Membership shall be appurtenant to and may not be separated from ownership of property subject to this Declaration.

Section 2. Voting Rights. The Master Association shall have one (1) class of voting membership. Each Member shall be entitled to one (1) vote for each single-family residential Lot or Unit as the case may be, or with respect to Commercial Lots or Units, and the Ibis Club Facilities, the respective Owners of Commercial Lots or Units and the Club Owner each may cast one (1) vote for each full assessment unit of four thousand (4,000) square feet of enclosed non-residential space owned by and charged against such Commercial Lot or Unit Owner or Club Owner, respectively, as an Assessment unit by the Master Association. When more than one person holds the ownership interest required for membership, all such persons shall be Members, and the votes for such Lot or Unit shall be exercised by a "Voting Representative" as they among themselves determine and in accordance with the Bylaws; provided however, that in no event shall more than one (1) vote be cast with respect to each Assessment Unit. If a Lot or Unit is owned by a corporation, general or limited partnership, trust, or other entity, it shall designate in writing one (1) of its shareholders, officers, partners or trustees, as the case may be, to represent it as a Member and which Member shall be the Voting Representative for that Lot or Unit.

Section 3. Board of Directors. The Master Association shall be governed by a Board of Directors as provided for in the Articles and Bylaws of the Master Association. The ~~members of the~~ Board of Directors shall be selected by the members of the Master Association Declarant until transfer of control pursuant to Article XII of this Declaration. Thereafter, Directors shall be selected in the manner set forth in the provisions of this Declaration and pursuant to the Articles and Bylaws of the Master Association.

Section 4. Notices to Members. All notices, mailings, electronic communications and other documents provided or to be provided by the Master Association to Members shall be sent to the "Voting Representative" at his/her address as on file with the Master Association, from time to time. The Master Association shall not have any obligation or responsibility to provide notices, mailings, electronic communications or documents to anyone other than the Voting Representatives as may be designated, from time to time, by Members in accordance with this Declaration and the Articles and Bylaws of the Master Association.

Section 5. General Matters. When reference is made in this Declaration, or in the Articles of Incorporation or Bylaws, or other relevant documents, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots. To the extent lawful, the Declaration shall apply to, without limitation, the

establishment of a quorum at any applicable meeting. In addition, whenever the approval, consent or decision of the Owners is required for any matter pursuant to this Declaration, the Articles of Incorporation or the Bylaws, such approval, consent or decision shall be made by a majority of the votes of the Owners present, in person or by proxy, at a duly called meeting of the Association at which a quorum has been attained, in accordance with the Articles of Incorporation and the Bylaws, except for matters where a greater voting percentage is specified pursuant to this Declaration, the Articles of Incorporation or the Bylaws of the Association.

ARTICLE IV
COMMON AREAS: CERTAIN EASEMENTS; COMMUNITY SYSTEMS

Section 1. Ownership.

A. The Common Areas only, if and as platted, are hereby dedicated to the joint and several use, in common, of the ~~Declarant~~ Master Association and the Owners of all Lots that may from time to time constitute the Property, in the manner specified in this Declaration, and all of the ~~Declarant's Master Association's~~ and such Owner's respective agents, licensees, residents, occupants, invitees, family members, guests, and tenants ~~lessees, guests and invitees~~, all as provided and regulated herein ~~or otherwise by the Master Association~~. Notwithstanding the foregoing, ~~Declarant and/or~~ the Master Association shall have the right to prohibit ~~certain classes of~~ Owners from using ~~certain portions of~~ the Common Areas, as may be determined by ~~Declarant and/or~~ the Master Association, in their sole discretion, to be in the best interest of the Property.

~~B. When all Improvements proposed by Declarant to be constructed within the Community have been completed and conveyed or leased to purchasers or ground lessees (if applicable), or sooner at Declarant's option (exercisable from time to time as to any portion or all of the Common Areas), the Declarant, or its respective successors and assigns, shall convey and transfer (or cause to be conveyed and transferred), by quit claim deed, the record fee simple title to the Common Areas (except those areas lying within dedicated areas or not capable of being legally described) to the Master Association, and the Master Association shall be obligated to accept such conveyance, holding title for the Owners and Members as stated herein. Declarant, at any time whatsoever, shall have the right, but not the obligation, to relinquish any and all easements, obligations or other rights in part or whole that it may have.~~

CB. The Master Association shall be responsible for providing for or obtaining the maintenance, insurance and operation of all Common Areas (whether or not conveyed or to be conveyed to the Master Association, but excluding any maintenance obligations for which any applicable water or drainage district, governmental agency or other governmental or quasi-governmental entity is responsible) in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. It is intended that all real estate taxes assessed against that portion of the Common Areas owned, maintained or to be owned by the Master Association shall be proportionally assessed against ~~and payable as part of the taxes of~~ the Lots within the Property. However, notwithstanding the foregoing, in the event that any such taxes are assessed directly against the Common Areas, the Master Association shall be responsible for the payment

(subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property thereon accruing from and after the date this Declaration is recorded, ~~and such taxes shall be prorated between Declarant and the Master Association as of the date of such recordation, whether or not owned by the Master Association.~~

DC. Declarant The Master Association and its designees shall have the right, but not the obligation, from time to time to enter upon the Common Areas and other portions of the Community including, without limitation, Lots and the Ibis Club Facilities, for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/ or alteration of any Improvements or facilities (including, without limitation, Community Systems) on the Common Areas or elsewhere in the Community that the Master Association Declarant elects to effect, and Master Association Declarant shall have the right to use the Common Areas for construction, sales, leasing, displays and signs during the period of sale or lease of any of the land owned by Master Association Declarant within the Community.

Section 2. Members' Easements. Subject to the above-described rights of Declarant and/or the Master Association to prohibit certain classes of Owners from using certain portions of the Common Areas, each Member of the Master Association and each tenant, agent, licensee, and invitee of such Member, shall have and there is hereby granted by the Master Association Declarant a permanent and perpetual "non-exclusive easement for the use and enjoyment of all Common Areas in common with all other such Members of the Master Association, their tenants, agents, residents, occupants and invitees.

All Members' rights of use and enjoyment of the Common Areas are subject to the following:

A. Easements over, under, across, through and upon the Common Areas in favor of all Sub-Associations, now existing or hereafter created in accordance with this Declaration, for the purposes of enforcing the covenants, restrictions, rules or regulations of the Master Association as the same may be delegated to a Sub-Association by the Master Association from time to time, and the Master Association and their members, provided, however, that this subsection shall not in itself be deemed to grant any easements or use rights which are not specifically granted elsewhere herein or in any other documents to which the Community (or any applicable portion(s) thereof) are now or hereafter made subject;

B. The right and duty of the Master Association to levy and collect assessments against each Lot and Owner thereof for the purpose of paying the General Expenses in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded. This right to collect assessments against each Lot shall be deemed to include the right to collect all regular, annual assessments as well as any special assessments or individual assessments levied by the Board of Directors, in accordance with this Declaration, from time to time;

C. The right of the Master Association to suspend the right of an Owner and his designees, including any tenant, agent, licensee, resident, occupant, guest and invitee, to use the Common Areas (except such suspension may not prohibit an Owner or tenant from having

ingress or egress to or from his or her Residential Lot or Unit for legal access) and common facilities for any period during which any applicable assessment, or other fee, fine, charge or other monetary obligation, remains unpaid; and for a reasonable period of time, which amount of time shall be in the sole and absolute discretion of the Board of Directors, for any infraction of this Declaration, the Bylaws, Articles of Incorporation, or any lawfully adopted and published ~~Rules~~ and ~~Regulations and Use Restrictions~~, including, but not limited to, all traffic and parking rules and regulations.

Further, because the issuance of a bar code, or similar community entry device, to a resident Owner or tenant is a privilege provided by the Association and not a right, as part of the authority under this Section to suspend Common Area use rights, the Association shall also have the authority to suspend bar code access or similar community entry device, for any member, his tenant, agent, licensee, resident, occupant, guest and invitee ~~tenants, invitees and guests~~ for failure to abide by any provision in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same are amended from time to time. In addition, the Association shall have the authority to suspend such bar code access or similar community entry device, for any member, or any members' tenant, agent, licensee, resident, occupant, guest and invitee ~~tenants, guests, invitees or other occupants~~, where such member is delinquent in the payment of any assessment, charge, fine or any other fee due and owing to the Association. The length of time of the suspension shall be for a reasonable period of time, in the sole discretion of the Board of Directors, for any infraction of the Association's governing documents, including this Declaration, the Bylaws, the Articles of Incorporation or any Rules and Regulations adopted by the Board of Directors, and such bar code or similar community entry device, suspension shall be for any amount of time that any assessment, charge, fine or fee remains delinquent to the Association.

In addition to the right to suspend Common Area use rights and deactivate bar codes for delinquencies as described above, the Association, through the Board of Directors, shall have the right to require a member to be current in the payment of any such assessments, charges, fines or any fees, in order for such member to obtain a bar code, and may condition the use of such bar code on the member being in good standing and current in the payment of all assessments, charges, fines and fees due to the Association;

D. The right of the Master Association to charge reasonable admission and other fees for the use of any recreational facility situated on the Common Areas;

E. The right of the Master Association to adopt at any time and, from time to time, and to enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, as well as governing the use of the Lots and all Residential Property, and all persons and improvements situated thereon, including the right to prohibit use by and to levy fines against Members as elsewhere provided herein. Any rule and/or regulation so adopted by the Master Association shall apply until rescinded or modified as if originally set forth at length in this Declaration;

F. The right of the Master Association, by an unanimous affirmative vote of the Board of Directors, ~~or the Declarant unilaterally (i.e., without the joinder or consent of the~~

~~Master Association or any of its Members~~) to dedicate portions of the Common Areas to a Sub-Association or a public or quasi-public agency, community development district, special taxing district or similar entity under such terms as the Master Association ~~and/or Declarant~~ deems appropriate and to create or contract with the Master Association ~~and/or Declarant~~, community development and special taxing districts for lighting, roads, recreational or other services, security, communications, and other similar purposes deemed appropriate by the Master Association ~~and/or Declarant~~ (to which such creation or contract all Owners hereby consent);

G. Anything to the contrary in this Declaration notwithstanding, the Master Association Declarant shall have the right to permit persons other than Members and designated persons to use certain portions of the Common Areas and any recreational facilities that may be constructed thereon under such terms as Master Association Declarant, its successors and assigns ~~may determine~~, ~~may from time to time desire without interference from the Master Association, Owners, their tenants, guests and invitees~~;

H. The right ~~of the Declarant and~~ the Master Association to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas, and to modify, amend, terminate, supplement and relocate such easements;

I. The continuing right of the Master Association Declarant, its designees, contractors, successors and assigns, to conduct such activities within the Property as are necessary in the sole judgment of ~~the Master Association Declarant to develop the Property and Community~~, including, but not limited to, construction of Improvements therein and maintenance of the development and improvement and maintenance of the Property or any part thereof, as well as such activities as are necessary in the sole judgment of the Master Association Declarant to sell or lease Lots or Units located within the Property. As a material condition for ownership of a Lot or Unit within the Property, each Owner, by accepting a deed to a Lot or Unit, whether or not so stated therein, hereby releases the Master Association Declarant and its affiliates, and its and their partners, officers, directors, employees and agents from any alleged claim or cause of action, including but not limited to trespass or interference with his quiet enjoyment of his Lot or Unit or the Common Areas, due to the development of the Property, whether or not the construction operations are performed on Lots, Units, or Common Areas, and each Owner acknowledges and agrees that the Master Association Declarant shall have the sole final right of design, construction, development and improvement of the Common Areas and the Lots and Units within the Property unless otherwise indicated by the Master Association Declarant;

J. Anything to the contrary in this Declaration notwithstanding, any references herein to any particular Common Areas, or particular types of Common Areas, are by way of illustration and example only, and the Master Association Declarant shall in no event be required to grant or construct such common Areas in accordance with such references, and may withdraw or amend such portions of the Common Areas as the Master Association Declarant may determine.

Section 3. Easements Appurtenant. The easements provided shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance.

A. The Master Association shall at all times maintain in good repair, operate, manage and obtain insurance for, and shall replace as often as necessary, the Common Areas, any and all Improvements situated on the Common Areas (~~upon completion of construction by Declarant~~), including, but not limited to, all recreational facilities, landscaping, paving, private roads, street lighting fixtures, sidewalks, Community Systems (to the extent same have not been made Common Areas) and other portions of the Property which are not maintained by a Sub-Association, all such work to be done as ordered by the Board of Directors of the Master Association. Maintenance of street lighting fixtures shall include and extend to payment for electricity consumed in their illumination. Without limiting the generality of the foregoing, the Master Association shall assume ~~all of Declarant's (and its respective predecessors', if any)~~ responsibility and obligations to the city and County, its governmental and quasi-governmental subdivisions and similar entities of any kind, with respect to the Common Areas, including, but not limited to, roads and entry features, ~~and shall indemnify Declarant, its affiliates, and its and their partners, officers, directors, employees and agents, and hold them harmless with respect thereto (and, by its execution hereof, the Ibis Golf and Country Club by and through its Board of Governors, hereby expressly releases Declarant from such responsibility and obligations).~~

B. Notwithstanding anything contained in this Article to the contrary, the Master Association shall not have the responsibility of maintaining any District Property or other areas dedicated to the District or a governmental or quasi-governmental agency or subdivision unless and until the Master Association expressly assumes written responsibility for the maintenance of such areas.

C. In the event of any conflict, ambiguity or uncertainty as to whether certain maintenance or other duties as to any portion of the Property falls within the jurisdiction of the Master Association or a Sub-Association, the determination of the Master Association shall control.

D. All maintenance and services performed or provided by the Master Association, and its agents or designees, pursuant to this Section and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance herewith. In order to effect economies of scale and for other relevant purposes, the Master Association, on behalf of itself and/or all or appropriate Sub-Associations, shall have the power to incur, by way of contract or otherwise, General Expenses as to the Community or appropriate portions thereof, and the Master Association shall then have the power to allocate portions of such expenses among the affected Sub-Associations, based on such formula as may be adopted by the Master Association or as otherwise provided in this Declaration. The portion so allocated to any Sub-Association, if any, shall be deemed a General Expense thereof, collectible through its own assessments.

E. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use (either voluntary or involuntary) of the Common Areas or abandonment of his right to use the Common Areas.

F. In the event any maintenance, repair, construction or re-construction of any portion of the Common Areas are necessitated by the negligent or willful acts or omissions of an Owner or his guests, tenants, invitees, or family, such expense shall be borne solely by such Owner and his Lot or Unit, as applicable, which shall be subject to an Individual Assessment for such expense. In addition to and not in lieu of such assessment, the Master Association has the right but not the obligation to enforce any other remedies available to it at law or in equity against ~~any other remedies available to it at law and in equity against~~ any responsible party for such negligent or willful acts or omissions. In addition, where any such Owner fails to keep his or her Lot in a clean and properly kept condition pursuant to this Section or pursuant to any other provision of this Declaration or the Rules and Regulations, the Association shall have the authority, though not the obligation, to enter the Lot to perform any and all maintenance necessary to return the Lot to a proper state of repair and condition. The Association shall have an express easement to enter the Lot for such purposes, and such entrance onto a Lot shall be exercised by the Board of Directors upon reasonable notice to the Lot Owner. Such authority of the Board of Directors to enter the Lot to perform any necessary maintenance shall extend to any maintenance necessary not only to restore the property to a proper state of condition and repair, but also shall extend to provide the Association the authority to remove any violating structure or improvement from the Lot or to take any corrective action necessary to rectify any violation of this Declaration or the Association's Rules and Regulations, as same may be amended from time to time. Any costs incurred by the Association in the exercise of its authority under this Section F shall be assessed to the Lot Owner as an Individual Assessment, with full collection rights, pursuant to Article V of this Declaration.

G. The Association, by action of its Board, may construct or acquire additional (new) improvements to the Association property or Common Areas, whether real or personal property, having a cost not to exceed eight (8%) percent of the then-current total annual assessments for the then applicable fiscal year (including all General Expenses, which includes expenses for Community Systems, and reserves). This eight (8%) percent limit shall apply per item or per project, whichever is appropriate. However, a project may not be broken down into separate items for the purpose of avoiding a membership vote where those separate items are all related to the same project. Expenditures exceeding that amount must first be approved by a majority of the members represented and voting in person or by proxy at a duly called meeting at which a quorum is attained. Notwithstanding the foregoing, a membership vote shall not be necessary for the expenditure of any funds for proper General Expenses to maintain, repair or replace any existing improvement or structure located on the Association Property or Common Areas, as may exist from time to time, it being recognized that the Board of Directors of the Association is obligated to perform necessary maintenance, repairs or replacements of existing Common Areas in accordance with the terms and provisions of this Declaration.

Section 5. Master Association Declarant's Easements.

A. The Master Association Declarant hereby reserves to itself, and its successors and assigns, EASTERN HOLDING COMPANY and IBIS REAL ESTATE COMPANY, a perpetual non-exclusive easement, privilege and right in and to, over, under, on, and across the Common Areas, and all other portions of the Property, except for Lots and Units owned by persons or entities other than the Master Association Declarant, as well as across dedicated roadways,

rights-of-way, and pedestrian paths for ingress and egress as required by the Master Association's Declarant's and EASTERN HOLDING COMPANY'S, and IBIS REAL ESTATE COMPANY'S Officers, Directors, employees, agents, independent contractors, licensees and invitees for purposes of constructing, improving, selling or leasing said Property to prospective purchasers, lessees and other invited guests, as well as to post signs and maintain sales and leasing offices; provided, however, that such access and use shall not unnecessarily interfere with the reasonable use and enjoyment of the Common Areas by the Owners. the Master Association Declarant, EASTERN HOLDING COMPANY and IBIS REAL ESTATE COMPANY further reserve unto themselves, respectively, their successors and assigns, officers, directors, employees, agents and independent contractors, licensees and invitees non-exclusive easements for ingress and egress over, under, on, and across the Common Areas, dedicated roadways, rights-of-way and pedestrian paths within the Community for ingress and egress over said areas.

B. The Master Association Declarant hereby reserves to itself, its successors and assigns, a perpetual non-exclusive easement over all of the Lots included within the Property for the purpose of permitting the Master Association Declarant and its agents, contractors, subcontractors and employees to come upon such land for the purposes of constructing and installing any and all improvements upon any portion of any other contiguous Lot, which improvements shall include, but not be limited to, clearing, grading, drainage, installation of utilities, construction of homes, walls of homes, privacy walls, footings for same, application of stucco, painting, landscaping, irrigation, regardless of whether or not transferred to third parties.

It is the purpose and intent of the Master Association Declarant to provide that the Master Association Declarant shall have free, uninterrupted and unencumbered access to all Lots for the purposes of ingress and egress and enabling the Master Association Declarant and its agents to carry out construction activities on such Lots, even if the construction activity pertains to homes and other improvements on adjacent or other Lots, providing, however, the Master Association Declarant shall have the obligation to restore any damage caused to any Lot by the Master Association's Declarant's use of such easement.

~~The easement and rights granted and reserved by this Section shall continue as long as the Declarant owns any Lot within the Property and upon Declarant's sale of the last of the Lots, the easements and reservations created by this paragraph shall be deemed to be terminated and of no further force or effect.~~

C. Master Association Easements. There is hereby created an easement in favor of the Master Association, and/or the ARB, as appropriate, and their applicable designees, over each Lot for the purpose of entering onto the Lot to enforce the covenants in this Declaration, including but not limited to the provisions of Article IX hereof regarding the ARB and all standards, rules or regulations promulgated pursuant to this Declaration, as well as to perform any and all necessary maintenance pursuant to Article IV, Section 4(F). The cost of any such maintenance pursuant to this Section shall be levied as an Individual Assessment with full collection rights pursuant to Article V of this Declaration.

Section 6. Community Systems. The Master Association Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign, all or any portion of the

Community Systems located within the Property, ~~and or all or any portion of the rights, duties or obligations with respect thereto, to the Master Association, one or more Sub Associations or any other person or entity (including an Owner as to any portion of a Community System located on/in his Lot). Without limiting the generality of any other provisions hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant in connection therewith; provided that if the Master Association is the applicable entity, then~~ the Community System or applicable portions thereof shall be deemed Common Areas hereunder and the Master Association's rights, duties and obligations with respect thereto shall be the same as those as to other Common Areas unless otherwise provided by the Master Association Declarant. Any conveyance, transfer, sale or assignment made by the Master Association Declarant pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of ~~the Master Association or~~ any Owner or Sub-Association and ~~(iii) if made to the Master Association,~~ shall be deemed to have been automatically accepted with all rights, duties, obligations and liabilities with respect thereto ~~being deemed to have been automatically assumed by the Master Association.~~

Section 7. Utility and Community Systems Easements. Public utilities in the Common Areas for the service of the Property shall be installed underground except as otherwise permitted by the Master Association Declarant. The Master Association Declarant and its designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems. Public utilities as used herein shall not include cable television unless otherwise specifically granted by the Master Association Declarant pursuant to a separate grant of easement document.

Section 8. Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual non-exclusive easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 9. Drainage Easements.

A. Non-exclusive easements for the installation and maintenance of drainage facilities shall exist in favor of the Master Association ~~and Declarant~~, as shown, if any, on any recorded plats of the Property or any part thereof. Within these easement areas, no structure, planting or other material, other than sod, shall be placed or permitted to remain (unless installed by the Master Association Declarant, its designees, successors or assigns and replacements of same) which may interfere with such installation and maintenance or which may obstruct or retard the flow of storm water. Notwithstanding the foregoing, sod and other plantings shall be permitted if the drainage easement is one which covers a buried pipe line and over which no surface drainage is to be maintained. The Master Association ~~and Declarant~~ shall have full access to all such drainage easements, for the purpose of operation and of maintenance thereof and shall not be held liable for any damage to or removal of any Owner's sod or other plantings caused by such operation and maintenance activities.

B. Each Lot and the Common Areas shall enjoy and shall be subject to a perpetual, non-exclusive cross easement of drainage and flowage in favor of all adjacent lots and Common Areas and no Owner may construct or permit any Improvement or other structure or condition to exist upon his Lot which will interfere with storm water runoff onto or from his Lot, except if constructed by the Master Association Declarant or its designees or assignees.

Section 10. Northern Palm Beach County Water Control District.

A. Each Owner covenants and agrees that his Lot or Unit, as the case may be, is located within Unit of Development No. 18 of the Northern Palm Beach County ~~Water Control Improvement~~ District (hereinafter referred to as the "District"), and such Owner further understands and agrees that he shall be responsible to pay such taxes and assessments as may be levied by the Northern Palm Beach County ~~Water Control Improvement~~ District each year. Each Owner understands and agrees that the District's tax rate is subject to change from tax year to tax year, depending upon the District's annual budget and the District's requirements for the construction and maintenance of and improvements to the surface water management system and roadways which is are a part of the Community Systems servicing the Property. The purpose of this provision is to disclose to Owner the obligations of Owner to the District.

B. (i) Each Owner hereby acknowledges that the construction and improvement of certain surface water management systems and roadways within the Property ~~is the~~ may be subject ~~of bond financing to non-ad valorem taxes levied~~ by the Northern Palm Beach County ~~Water Control Improvement~~ District ~~and further acknowledges that additional bonds for other financing may exist in the future and encumber all or a portion of the road system and surface water management systems servicing the Property.~~

(ii) Each Owner hereby acknowledges that ~~the Master Association Declarant or its affiliated entities~~, may, but shall not be obligated, to provide financing for construction or maintenance of roadways servicing the Property or Community. In the event ~~the Master Association Declarant or its affiliated entities or designees~~ provides such financing and holds a security interest, such as a mortgage, on said roadways, ~~the Master Association and/or~~ each Owner may become responsible for a share of the payment of such indebtedness. Any financing provided by ~~the Master Association Declarant or its affiliated entities~~ for construction or maintenance of roadways servicing the Property or Community shall be deemed separate and in addition or alternative to bond or other financing by North Palm Beach County ~~Water Control Improvement~~ District.

~~(iii) — There exists the possibility that any bonds issued by District relative to the Property or any roadways or surface water management systems could be the subject of purchase or redemption by the Declarant, its affiliated entities or designees, wherein a mortgage or other security would be held by the Declarant, its affiliated entities or designees relative to such purchase or redemption of the District bonds. In such event, each Lot and Unit within the Property shall be subject to assessment in the same manner as such Lot or Unit, respectively, may be subject to assessment or taxes levied by the District. In the event Declarant, its affiliated entities or designees holds a mortgage or other security on the roadways within the Property or servicing the Property, such security instrument shall provide that each Owner shall continue to~~

~~have a right of access over the mortgaged property to his/her Lot or Unit, as the case may be, and that such right of access shall not be disturbed by the holder of the security interest.~~

C. The Master Association, and the District, shall have equal and independent rights to enforce any and all of the covenants and restrictions set forth in the Declaration and the, Rules and, Regulations adopted by the Board of Directors of the Master Association which apply to or are designed to protect the surface water management system which is a part of the Community Systems servicing the Property or which apply to District Property including any roadways owned by the District. Enforcement of these covenants and restrictions or the Rules and Regulations shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction contained herein or in the Rules and Regulations, or by the imposition of fines under the fining procedure and fining schedule adopted by the Board from time to time, and the Master Association and the District may seek to restrain violation or to recover damages against the Lots, Units and Owners thereof, or any other person or legal entity, which violate any of the provisions of this Declaration or the Rules and Regulations. Failure by the Master Association, or the District, to enforce any covenant or restriction herein contained or in the Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter, nor shall such failure to so enforce create any liability on the part of the Master Association, or the District. In any action or proceeding under this section, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees including attorneys' fees and costs on appeal.

Section 11. Maintenance Easement. The Common Areas of the Property are hereby declared to be subject to a nonexclusive easement in favor of the ~~Declarant~~, Master Association, employees and agents of ~~either the Declarant or the~~ Master Association and of any management entity contracted by the Master Association in order that such employees, agents or management entity may carry out their lawful and proper duties and may have reasonable access to all portions of the Property dedicated to the Master Association or to be maintained by the Master Association as elsewhere provided in this Declaration or any plat recorded relative to the Property or any portion thereof.

~~Section 12. Master Association Easements. There is hereby created an easement in favor of the Master Association, and/or the ARB, as appropriate, and their applicable designees, over each Lot for the purpose of entering onto the Lot to enforce the covenants in this Declaration, including but not limited to the provisions of Article IX hereof regarding the ARB and all standards, rules or regulations promulgated pursuant to this Declaration, as well to perform any and all necessary maintenance pursuant to Article IV, Section 4(F). The cost of any such maintenance pursuant to this Section shall be levied as an Individual Assessment with full collection rights pursuant to Article V of this Declaration.~~

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, the Master Association, Declarant (and each party joining in this Declaration or in any Supplemental Declaration), for each Lot within the Property as to which it

is the Owner, hereby, respectively, covenants and agrees, and each Owner of any Lot now or hereafter subjected to this Declaration by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed, other conveyance or hereunder, shall be deemed to covenant and agree, to pay to the Master Association annual assessments or charges for the General Expenses of the Master Association which shall include but not be limited to, maintenance, operation, management and insurance of the Common Areas and the Master Association as provided herein, including, but not limited to the Common Areas whether or not such items are on dedicated property or owned by Sub-Associations or otherwise, including such reasonable reserves as the Master Association may deem necessary, and capital improvement assessments as provided herein, all such assessments to be fixed, established and collected from time to time as hereinafter provided. Further, the Board of Directors of the Master Association shall have the authority to levy any and all special assessments necessary for any General Expense of the Association pursuant to this Declaration. In addition, Individual Assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual and special assessments, together with late charges, interest and costs of collection thereof as hereinafter provided, shall be charges on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late charges, interest and costs of collection thereof as hereinafter provided, shall also be the personal obligation of all Owner(s) of such property from time to time.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used for carrying out any lawful purpose of the Master Association as provided in this Declaration, Articles or Bylaws, including but not limited to the improvement, maintenance, enhancement and operation of the Common Areas and to provide services which the Master Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance, constructing improvements, repair, replacement, payment of the cost to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized or required functions. The Master Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs and deferred maintenance, (b) for emergency and other repairs required as a result of storm, fire, natural disaster or casualty loss, and (c) for such other purposes as specifically determined by the Board of Directors of the Master Association. The Master Association shall also have the authority to provide, on a bulk rate basis, Community Systems, and if the Master Association chooses to so provide, the expense shall be deemed a General Expense.

Section 3. Annual Budget of General Expenses. The Board of the Master Association shall prepare and adopt an Annual Budget at a meeting of the Board to be held not less than thirty (30) days in advance of the commencement of each fiscal year. The Annual Budget shall project the estimated total expenditures for the services that are to be provided by the Master Association and other expenses of the Master Association in the performance of its functions, duties and responsibilities under this Declaration, the Articles and Bylaws of the

Master Association. The Master Association shall, at the same time as it prepares the Annual Budget, prepare a schedule which sets forth the Aggregate Assessment pursuant to the Annual Budget and the amount of the annual assessment for the Ibis Club Facilities and for each other Lot contained within the Property. To the extent that the Aggregate Assessment is insufficient to fund the services which the Master Association is authorized or required to provide, the Master Association may levy and collect a Special Assessment to cover the cost thereof in accordance with the provisions of this Declaration and the Articles and Bylaws of the Master Association, or may amend the budget from time to time in order to increase the Annual Aggregate Assessment for the remainder of the budget year. Such Special Assessments may also be levied and collected for repairs, services, replacements or betterments necessary to be performed in the event of a casualty, catastrophe, Act of God or other unforeseen expenses of an emergency nature incurred by the Master Association (hereinafter referred to as "Emergency Assessments"). Such Special Assessments shall be determined and assessed by the Board in accordance with same proportionate shares as provided herein for the Annual Assessment.

Section 4. Individual Assessments. The Master Association, through its Board of Directors, shall have the power and authority, from time to time, to fix, levy and collect individual assessments ("Individual Assessments") against an Owner for the cost of repairs or replacements within or without the Property for which the Owner is responsible, but which the Owner has failed or refused to perform, and which failure or refusal has endangered or impaired the use or value of other Lots or Common Areas within the Property, as determined by the Board. Individual Assessments- shall be collectible in such a manner as the Board of Directors shall determine. The Master Association may also levy Individual Assessments against any Owners who have caused the Master Association to incur special expenses due to willful or negligent acts of said Owners or their tenants, contractors, employees, families or guests. The Master Association shall have the right to file a lien against the Lot or Unit, as applicable, of any Owner not paying any assessment when due and may foreclose such lien as well as pursue any other remedies available to the Master Association, including, but not limited to, those available under this Declaration, the Articles and Bylaws, as the same may be amended from time to time.

Section 5. Assessment Rates and Commencement Dates. The assessments provided for herein shall be at the rates, and shall commence, as provided below:

A. Ibis Club Facilities. The Club Owner shall be assessed in an amount (hereinafter called the "Club's Share of Assessments") at the rate of one (1) Assessment Unit for each four thousand (4,000) square feet of non-residential enclosed space contained within the Ibis Club Facilities (based on the totality of all such spaces, whether occupied or not, calculated as fractions of Assessment Units, as applicable). However, until such time as a Certificate of Occupancy is issued for any portion of the structure or structures constituting the Ibis Club Facilities, only those portions of the structure for which a Certificate of Occupancy has been issued shall be considered in determining the number of Assessment Units attributable to the Ibis Club Facilities. The Club Board shall provide the Secretary of the Association with a copy of the Certificate of Occupancy promptly upon its issuance and any further or modified Certificates of Occupancy for additions or modifications to the structures contained within the Ibis Club Facilities. In no manner shall golf courses or other open areas, as they may exist from time to time, be considered non-residential enclosed space pursuant to this section.

~~Notwithstanding anything to the contrary contained in this Declaration, so long as Declarant is the Club Owner as defined in Article I, Section 12 of this Declaration the Club's Share of Assessments as herein defined shall not be changed without Declarant's prior written consent, which consent shall be in the sole and absolute discretion of Declarant.~~

B. Commercial Lots. The total share of assessments attributable to Commercial Lots within the Property shall be assessed on the basis of one (1) Assessment Unit for each four thousand (4,000) square feet of non-residential enclosed space constructed upon a Commercial Lot ~~(based on the totality of all such spaces, whether occupied or not, calculated as fractions of Assessment Units, as applicable)~~. However, until such time as a Certificate of Occupancy is issued for any portion of the structure built upon a Commercial Lot, only that portion of the structure for which a Certificate of Occupancy has been issued shall be considered in determining the amount of Assessment Units attributable to that Commercial Lot. Each Commercial Lot Owner shall provide to the Secretary of the Association a copy of the Certificate of Occupancy promptly upon its issuance and any further or modified Certificate of Occupancy for additions or modifications to the structures on their respective Commercial Lots.

~~Notwithstanding anything to the contrary contained in this Declaration, so long as Declarant or any of its affiliates is Owner of any Commercial Lot within the Property, the assessments attributable to Commercial Lots as defined herein shall not be changed without Declarant's prior written consent, which consent shall be in the sole and absolute discretion of Declarant.~~

C. Residential Lots. The total share of assessments attributable to Residential Lots shall be at a uniform rate so that all Residential Lots are assessed equally. However, in the event a Residential Lot contains more than one (1) Unit, each Residential Unit shall be deemed to be equal to one (1) Assessment Unit for purposes of assessment. Each Residential Lot containing only one (1) unit shall similarly be considered to be one (1) Assessment Unit for purposes of assessment. In the event of multi-family structures built upon Residential Lots, one (1) Assessment Unit (as defined in this Declaration) shall be levied against each Residential Unit therein, whether occupied or unoccupied.

D. Commencement Dates. The commencement of assessments against each Lot or Unit, which is now or hereafter becomes subject to assessments as aforesaid shall be the date upon which both of the following events have occurred: (i) a plat of such Lot is recorded in the Public Records of the County, and (ii) such Lot or Unit is subjected to the terms and conditions of this Declaration ~~by the Master Association Declarant~~ or its designee, recording a Supplemental Declaration in the Public Records of the County. The Aggregate Assessment shall be payable in advance in annual installments, or otherwise as so determined by the Board of Directors of the Master Association. The assessment amount (in applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is adopted in the future. The Aggregate Assessment for any year shall be levied for the Association's fiscal year, but the amount of any revised assessment to be levied during the period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments remaining in such fiscal year).

With respect to undeveloped Lots owned by IBIS Landing Venture, Ltd. Declarant or its designees, such Lots shall be subject to an assessment rate of one-half (1/2) the Annual Assessment from the effective date of recording of said Supplemental Declaration to the date of issuance of a Certificate of Occupancy for a Unit to be located upon said Lot. Upon the date of a Certificate of Occupancy being issued for a dwelling or Unit located on a Lot owned by IBIS Landing Venture, Ltd. Declarant or Declarant's or its designee, such Lot and Owner thereof shall be subject to full Annual Assessments attributable thereto. In no event shall an Owner or Member, other than IBIS Landing Venture, Ltd. Declarant or Declarant's or its designee, be entitled to pay less than the full Annual Assessment ~~during the aforementioned pre-Certificate of Occupancy time period~~ unless approved by the Master Association.

The due date of any assessment shall be fixed in the Board resolution authorizing such assessment.

E. Common Areas and Certain Other Exempt Property. No Common Areas hereunder or any common areas of a Sub-Association or common elements of a condominium shall be subject to direct assessment hereunder (although the share of common elements appurtenant to a condominium unit shall be subject to the lien for assessments applicable to such unit). Further, the foregoing exemption shall apply to any land owned by a governmental entity or publicly-regulated utility company (including, without limitation, Florida Power and Light Co., ~~Southern Bell Florida Public Utilities, AT&T~~, the City of West Palm Beach, South Florida Water Management District and Northern Palm Beach County ~~Water Control Improvement~~ District) as long as such land is used for or in connection with the provision of utilities (exclusive of business offices, retail outlets and the like). Any land within the Property which has not been platted by the Master Association Declarant or submitted to condominium ownership shall not be subject to assessment under this Declaration. In the event of any ambiguity or doubt as to whether any particular land is subject to assessment, the determination of the ~~Declarant (or if the Declarant is no longer a Member of the Master Association, then the~~ Board of Directors of the Master Association) shall be final and conclusive.

Section 6. Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units, the Owners thereof and assessments applicable thereto, which shall be kept in the office of the Master Association and shall be open to inspection by any Owner.

~~Written notice~~ Notice of the applicable assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to the due date of the assessment, or if the assessment is payable in installments, thirty (30) days prior to the due date of the first installment. In the event no such notice of a new assessment period is given, the assessment amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The foregoing notice provisions shall not be applicable to Emergency Assessments.

The Master Association shall, upon request, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association setting forth whether such assessment has been paid as to any particular Lot or Unit, as applicable. Such certificate shall be conclusive evidence of payment of any assessment to the Master Association therein stated to have been paid.

The Master Association, through its Board of Directors, may make and levy Special Assessments in any calendar year in such amounts as are necessary to carry out the purposes of the Master Association as provided in this Declaration, the Articles and Bylaws. Such Special Assessments shall be made and levied by the Board of Directors as such Board deems appropriate. Such Special Assessments shall include, but not be limited to, those amounts necessary to fund services provided by the Master Association to the extent that the Annual Assessment is insufficient to cover the costs of same and Emergency Assessments for repairs, services, replacements or betterments necessary to be performed in the event of a casualty, catastrophe, Act of God or other unforeseen expenses of an emergency nature incurred by the Master Association.

The Master Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots and/or Units and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Master Association shall have all other powers provided herein and in its Articles of Incorporation and Bylaws.

Section 7. Effect of Non-Payment of Assessment; The Personal Obligation; The Lien; Remedies of the Master Association.

A. Lien. If any assessment or any installment of an assessment is not paid on the date when due, then such installment shall be delinquent and shall, together with late charges, interest and the cost of collection thereof, including attorneys' fees and costs, as hereinafter provided, thereupon become a continuing lien on the appropriate Lot or Unit, as applicable, which shall bind such Lot or Unit in the hands of the then Owner, and his heirs, personal representatives, successors and assigns. Except as otherwise provided herein, the personal obligation of the then Owner to pay such assessment shall pass to his successors in interest and recourse may be had against either or both.

(i) Failure of a collecting entity to send or deliver bills or notices of assessments shall not, however, relieve Owners from their payment obligations hereunder, including late fees, interest, attorneys fees and costs.

(ii) All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Master Association.

B. Late charge. If any assessment or any installment of an assessment, is not paid within fifteen (15) days after the due date, ~~at the option of the Master Association,~~ a late charge

of ~~Twenty Five (\$25.00) Dollars or~~ five (5%) percent of the delinquent installment, ~~whichever is greater, may will~~ be imposed (provided that only one late charge may be imposed on each unpaid installment).

C. Acceleration. In addition to any other remedy provided in this Article, the Master Association may declare all remaining installments of the assessment to be accelerated and immediately due and payable in full. In the case of acceleration of all remaining installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due and payable by reason of such an increase and Special Assessments against such Lot or Unit shall be levied by the Master Association for such purpose.

D. Interest. All sums due shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, eighteen percent (18.0%) per annum).

E. Remedies.

(i) The Master Association may bring an action at law against the Owner(s) personally obligated to pay the same and/or may record a claim of lien against the property on which the assessments and late charges are unpaid, and may foreclose the lien against the property on which the assessments and late charges are unpaid, or pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and pursuing the Master Association's remedies shall be added to the amount of such assessments, interest and late charges. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred in the applicable action together with the costs of the action, and the Master Association shall be entitled to attorneys' fees in connection with any appeal of any such action. The Master Association may bid at any sale held pursuant to such foreclosure and apply as a cash credit against its bid all sums due the Master Association covered by the lien being enforced or any judgment obtained. The Board of Directors, by a majority vote, may in its discretion, settle and compromise said lien (Debt).

(ii) The Master Association shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

F. Suspension of Use of Common Areas. In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring the title to or any fee interest in a Lot or Unit as to which any assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sale, or their agents, licensees, lessees, tenants, residents, occupants, family members, guests, or invitees shall not be entitled to the enjoyment of the common Areas (except for roads or rights of way for ingress and egress by an Owner or tenant to the Owners' Lot or Unit) until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated in the

immediately succeeding Section of this Article.

Section 8. Subordination of the Lien. The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and to the lien of any first mortgage recorded prior to recordation of a claim of lien by the Master Association, which first mortgage encumbers any Lot or Unit and is in favor of any Institutional Mortgagee or is otherwise insured by FNMA or FHLMC and is now or hereafter placed upon a portion of the Property subject to assessment. Notwithstanding the foregoing, any such mortgagee when in possession, ~~or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale,~~ and any such mortgagee acquiring title by a deed-in-lieu of foreclosure, and all persons claiming by, through or under any such ~~purchaser or such~~ mortgagee, shall hold title subject to the liability and lien of any assessment coming due as of and after acquisition of title by such foreclosure (or conveyance in lieu of foreclosure). The order of priority of liens hereunder shall be: ad valorem tax liens, first mortgage liens held by an Institutional Mortgagee, liens for Master Association assessments and liens for Sub-Association assessments (if any). Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided among, payable by and a lien against all Lots and Units as provided in this Article, including the Lot or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Liens for assessments under this Article shall be superior to liens for assessments of the Sub-Associations which may be referred to in Declarations of Condominium or of restrictions and protective covenants recorded with respect to certain Lots or Units. In the event only a portion of the assessments of the Master Association and a Sub-Association are collected where collection is attempted by one entity for both, the amount collected shall be applied first to assessments of the Master Association and the balance, if any, shall then be paid to such Sub-Association. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Unit and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Unit and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Unit. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Lot or Unit Owner is jointly and severally liable with the previous Lot or Unit Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

~~Section 9. Effect on Declarant and Declarant Designees. In addition to and notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Declarant owns any Lot within the Property, Declarant shall pay one half (½) of the Aggregate Assessment from the time said Lot becomes subject to such assessments as set forth in Section 5(D) of this Article, to the time a dwelling or Unit is completed thereon, such completion being determined by the date of issuance of a Certificate of Occupancy by the applicable governmental agency having jurisdiction thereof. It is intended that with respect to Lots owned~~

~~by the Declarant or any developer or sub-declarant designated by the Declarant, until Units are completed on Lots owned by said entities, only one-half (1/2) of the rate of Annual or Aggregate Assessment shall be due from the Owner of said Lots. In no event shall an Owner or Member, other than Declarant or Declarant's designee, be entitled to pay less than the full Annual Assessment during the aforementioned pre-Certificate of Occupancy period.~~

~~When all Lots within the Property are sold and conveyed to purchasers or are otherwise no longer owned by Declarant or when Declarant transfers control of the Board of Directors in accordance with the provisions of this Declaration, whichever occurs first, neither the Declarant, nor its affiliates shall have further liability of any kind to the Master Association for the payment of assessments, whatsoever. Declarant shall have no obligation to fund reserves, of any kind, for the Association at any time.~~

Section ~~109~~. Working Capital Contribution. Each purchaser of a Lot or Unit shall pay to the Master Association ~~prior to obtaining approval of a proposed purchase and sale transaction or other transfer of title to a Lot or Unit,~~ a one-time only working capital contribution, the amount of which shall be determined by the Board in its discretion, from time to time. This Working Capital Contribution shall apply to all purchases of Lots and Units, including by resale and shall be due at or before the closing transaction. In the event the purchase and sale transaction or other transfer of title is approved by the Master Association, the Working Capital Contribution shall be retained by the Master Association. In the event the purchase and sale transaction or other transfer of title is not approved in accordance with the provisions of this Declaration, the Working Capital Contribution shall be returned to the purchaser. The use and expenditure of Working Capital Contributions retained by the Master Association shall be determined by the Board of Directors, in its discretion

Section ~~110~~. Master Association Funds. The portion of all regular assessments collected by the Master Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Master Association and may be invested in interest bearing accounts or in certificates of deposit, money market accounts or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States of America.

Section ~~1211~~. Annual Statements. As soon as practical after the close of the fiscal year of the Master Association, the Master Association shall cause a financial statement to be prepared showing the actual assets and liabilities of the Master Association at the close of such fiscal year and a statement of revenues, costs and expenses. Such financial statements shall be available for inspection by all Owners and Sub-Association(s), if any. Upon written request, the Master Association shall furnish to each member of the Master Association, and any holder, insurer, or guarantor of any Institutional Mortgage encumbering any of the Lots or Units, a copy of said financial statement at the offices of the Master Association. ~~The Master Association shall furnish such financial statements to the Declarant and Board of Governors of Ibis Golf and Country club upon such statements being made available after the end of each fiscal year.~~

Section ~~1312~~. Drainage Taxes. Each Owner hereby acknowledges and agrees that he shall be assessed taxes and fees levied by the District ~~for the payment of bonds~~ to finance and

maintain certain roadway systems, drainage systems and other surface water management systems and related facilities throughout and servicing the Property. ~~Each Owner further acknowledges and agrees that the District may issue additional bonds or other financing in the future for further roadway improvements on and servicing the Property including the expansion of Northlake Boulevard and State Road 7, as well as landscaping, irrigation, fences, buffering and other work indicated outside of the boundaries of the Property. Taxes assessed by the District against Owners shall be paid directly to the Palm Beach County Tax Collector and shall be separate and distinct from any assessments paid to the Master Association and any Sub-association. The due dates for such taxes shall be established by the District according to its fiscal year. Additionally, each Owner acknowledges and agrees that in the event alternative or additional financing is placed upon roadway systems, drainage systems or surface water management systems by the Declarant, its affiliated entities or designees, such indebtedness shall be assessed against the Owners in the same manner as taxes having been levied by the District.~~

Section ~~14~~13. Other Fiscal Provisions.

A. Funds. The funds of the Master Association shall be deposited in a bank or banks in the State of Florida, in one or more accounts for the Master Association under resolutions approved by the Board and shall be withdrawn only over the signature of the Treasurer or such persons as the Board may authorize. The Board may require more than one (1) signature on checks and bank drafts.

B. Fidelity Bonds. Fidelity Bonds ~~may~~ shall be required by the Board of Directors from Officers and employees of the Master Association and from any contractor handling or responsible for Master Association funds, in accordance with the requirements of Section 720.3033, Fla. Stat., as amended from time to time. The premiums for such bonds shall be paid by the Master Association as part of General Expenses of the Master Association.

C. Other Fiscal Procedures. The Board of Directors shall establish such audits, reviews or other fiscal procedures as determined by the Board necessary and may amend said procedures from time to time.

ARTICLE VI MAINTENANCE OF UNITS AND LOTS

The following maintenance provisions concerning Units and Lots within the Property are intended to describe those maintenance obligations of Owners as to their respective Lots and Units. In addition to the maintenance obligations and responsibilities described in this Article and in other provisions of this Declaration, the Articles and Bylaws, such maintenance responsibilities as may be imposed by a Sub-Association shall be in addition to and not in lieu of the maintenance responsibilities of Owners described herein.

Section 1. Exteriors of Units and Buildings. Each Owner shall maintain or cause to be maintained all structures (including all Units and Buildings) located on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Property as determined by the Board which may delegate that task to the ARB. The minimum (though not sole) standard for the foregoing shall be consistency and compatibility with the general

appearance of the developed portions of the Community and, as to Residential Lots, the portion thereof upon which the Unit is located including landscaping. Each Owner shall repaint, restain, or refinish, as appropriate, the exterior portions of his Unit or Building (with the same colors and materials as initially used or approved by ~~the Master Association Declarant~~ and/or the "ARB") as often as is necessary to comply with the foregoing standards. The determination of whether the exteriors of a Unit or Building is in need of repair or maintenance pursuant to this Section shall be determined, in the sole and absolute discretion of the Board of Directors, from time to time. In addition, the determination of whether any Lot is in need of maintenance pursuant to Section 2 of this Article shall also be made in the sole and absolute discretion of the Board of Directors from time to time.

Section 2. Lots. Each Owner shall maintain the trees, shrubbery, grass and other landscaping, landscape irrigation, and all parking, pedestrian, recreational and other open areas, on his Lot in a neat, functioning orderly and attractive manner and consistent with the general appearance of the developed portions of the Property. Each Owner of a Residential Lot shall maintain the lawns and yard landscaping to the edge of the curb along the side and/or front of the Lot whether or not the Lot extends to the edge of the curb, and each such Owner shall maintain the lawn and yard landscaping in the back of the Lot to the edge of any adjoining Residential Lot, any golf course, or water line of any water body, as such line may change from time to time by virtue of changes in water levels, whether or not such Owner's Lot extends to the edge of such golf course, water body or other Lot. For example, if a water body is located behind a Residential Lot with a 20 foot maintenance easement running between the Lot and the water body, the Residential Lot Owner shall maintain the landscaping across said maintenance easement. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Property (and the applicable portion thereof as aforesaid) as initially landscaped (such standard being subject to being automatically raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

The Board of Directors of the Master Association shall have the power, but not the obligation, to adopt minimum maintenance standards in connection with each Lot and Improvements located thereon. Such standards shall be in addition to those obligations of Owners as stated in this Article VI and may be changed from time to time by the Board of Directors of the Master Association, in its sole discretion. Any minimum maintenance standards established pursuant to this Article VI need not be recorded.

The land up to the centerline of any unimproved road right of way which a Lot abuts shall be maintained by the Owner of such abutting Lot in the same manner and at the same time as the Lot is maintained, unless the Master Association or a Sub-Association undertakes such maintenance responsibilities.

Section 3. Remedies for Noncompliance. In the event of the failure of an Owner to maintain or cause to be maintained, his Unit, Building or Lot in accordance with this Article, the Master Association or applicable Sub-Association (~~whichever at the time has the power or duty to enforce this Article~~) shall have the right, but not the obligation, upon reasonable notice to the Owner at the address for such Owner last appearing in the records of the Master Association, to enter upon the owner's Lot or Unit and perform such work as is necessary to bring the Lot or unit,

as applicable, into compliance with the standards set forth in this Article and as may be determined by the Board of Directors from time to time. Such work may include, but shall not necessarily be limited to, the cutting/trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs; the repainting or restaining of exterior surfaces of a Unit; the repair of walls, fences, roofs, doors, windows, swimming pools, and other portions of a Unit or other structures on a Lot; covering or servicing swimming pools and such other remedial work as is judged necessary by the applicable entity. The remedies provided for herein shall be cumulative with all other remedies available under the law, this Declaration, or other applicable Covenants or Deed Restrictions (including, without limitation, the imposition of fines or special assessments or the filing of legal or equitable actions, the filing of liens for this work plus attorneys' fees and costs). The Master Association shall have the authority to determine whether it will avail itself of the remedies identified herein, as well as Section 4 and Section 5 of this Article VI, and further, shall have the sole authority to determine that this shall be a Sub-Association responsibility. If determined to be a Sub-Association responsibility, then the Sub-Association will be deemed the designee of the Master Association for the purpose of deeming such expense as identified under Section 4, as an Individual Assessment. Further, the Master Association shall have the authority to require the Sub-Association to pursue the remedies identified in this Article VI, where an Owner fails to maintain his Lot in accordance with the requirements in this Declaration.

Section 4. Costs of Remedial Work; Surcharges. In the event that the Master Association, or an applicable Sub-Association, performs any remedial work on a Unit, Building or Lot pursuant to this Declaration or any Supplemental Declaration or Amendment, the costs and expenses thereof shall be deemed an Individual Assessment under this Declaration and may be immediately imposed by the Board of Directors of the Master Association or its designee. In order to discourage Owners from abandoning certain duties hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than fifty percent (50.0%) of the cost of the applicable remedial work (or the maximum amount permitted by applicable law, whichever is less), such surcharge to be a part of the aforesaid Individual Assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the applicable enforcing entity in its sole discretion without requirement of any bonds whether fidelity, labor, materials, payment or performance. Every Owner agrees for himself and family members that they will hold harmless the Master Association, its Officers, Directors, agents and employees, and its designees from any action undertaken pursuant to this Section.

5. Right of Entry. There is hereby created an easement in favor of the Master Association and/or the applicable Sub-Association, as appropriate, and their applicable designees, over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

56. Sub-Associations. All of the requirements, obligations and remedies set forth in this Article shall apply to all Sub-Associations and their common areas or common elements and improvements thereto. Accordingly, as applied to a Sub-Association, the term Owner as used in

this Article shall be limited to include the Sub-Association (even if it does not hold legal title to its common areas and common elements) and the terms Lot and Unit shall be deemed, only for the purposes of application this Article, to include a Sub-Association's common areas and common elements and all improvements thereto. Any costs of remedial work or surcharge thereon applicable to a Sub-Association shall be paid directly by the Sub-Association, failing which the Master Association may, in addition to all other available legal and equitable remedies, withhold the amount of same from amounts collected on behalf of the Sub-Association, if any, and the Master Association is hereby granted a lien on such amounts for such purposes. Notwithstanding the foregoing, nothing contained in this Declaration shall be deemed to obligate the Master Association to act as a collection agent for any Sub-Association.

ARTICLE VII CERTAIN RESTRICTIONS, RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article shall be applicable to the Property (or that portion thereof as may hereinafter be specified) and the use thereof, ~~but shall not be applicable to the Declarant or any of its designees, or any Lot, Unit or other property owned by Declarant or its designees.~~

If requested by any interested party, ~~the Master Association Declarant~~ shall give a written statement as to whether any particular person or entity is exempt from the provisions of this Article and to what property and for what period of time such exemption applies. The party receiving such statement shall be entitled to rely thereon and such statement shall be binding on ~~Declarant,~~ the Master Association, all Sub-Associations and all other relevant persons and entities.

Section 2. Land Use and Building Type. No Residential Unit or Lot shall be used except for residential purposes. No building constructed on a Residential Lot shall be used except for single family residential purposes, except for such ancillary or other commercial uses as applicable zoning codes and other laws and ordinances may permit to be made of portions of otherwise residential buildings. Notwithstanding the foregoing, an Owner may conduct business activity at his Lot or Unit by computer or other device which is not a nuisance to other Owners, provided that (a) customers or clients of the Owner shall not visit the Lot or Unit; (b) that business associates or employees of the Owner shall not conduct any business activity from the Lot or Unit and (c) that business activity conducted at the Lot or Unit is in compliance with applicable law, including all City and County ordinances, and this Declaration. However, without limiting the generality of this Section, temporary uses by Declarant and its designees for model homes, sales displays, parking lots, sales offices and other offices, or any one or any combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected or approved by the Master Association Declarant ~~(except if such changes are made by the Declarant)~~ without the written consent of the Master Association Declarant, the ARB or its Sub-Association counterpart, as appropriate and as provided herein.

Section 3. Easements. Easements for installation and maintenance of utilities and Community Systems are reserved shown on the recorded plats covering all or portions Property

and as provided herein. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Master Association, and the applicable Sub-Association, ~~Declarant, and its successors and assigns,~~ shall have a perpetual easement for the installation and maintenance, all underground, unless the ARB approves otherwise in writing, of water lines, sanitary sewers, storm drains, and electric, telephone and Community Systems lines, cables and conduits, under and through the utility easements as shown on the plats or as may be created by separate written document recorded among the Public Records of Palm Beach County, Florida.

Section 4. Nuisances. No immoral, noxious, offensive or unlawful activity shall be carried on within the Community nor shall anything be done therein or thereon which may be or become an annoyance to the Community or other Owners. No nuisance shall be permitted within the Property nor shall any use or practice be permitted which is or becomes a source of annoyance to the Members or which interferes with the peaceful use and possession thereof by the Members. Additionally, nothing shall be done or maintained on any Lot or Unit, upon any Common Areas or upon the common areas or common elements of any Sub-Association which will increase the rate of insurance on any Unit, the Common Areas or other portions of the Property, or result in the cancellation thereof. Nothing shall be done or maintained in any Lot or Unit, upon Common Areas, or upon the common areas or common elements of any Sub-Association which will be in violation of any law, ordinance, statute, regulation, or rule of any governmental authority having jurisdiction over the Property or portion thereof or in violation of any provision of this Declaration, the Articles or Bylaws as they may be amended from time to time or in violation of any rules and regulations which may be promulgated by the Board of Directors of the Master Association from time to time, as elsewhere provided herein. No waste shall be committed upon any Lot, in any Unit, the Common Areas or any other portion of the Property. The determination of what constitutes a nuisance pursuant to this Section shall be made in the sole and absolute discretion of the Board of Directors from time to time.

Notwithstanding the foregoing, each owner hereby acknowledges that the ongoing maintenance activities by the Club Owner and Master Association more particularly described in Article ~~XVI~~ XIV, Section 3 of this Declaration, shall be deemed as not constituting a nuisance and such activities and the parties performing them shall be specifically exempted from this provision.

Section 5. Temporary Structures. No structure of a temporary character, such as tents or cabanas or trailer, mobile home or recreational vehicle, shall be permitted on any Lots or Units within the Community at any time or used at any time as a residence, either temporarily or permanently, unless otherwise approved by the ARB except by the Declarant or any designee of Declarant so long as Declarant or its designee owns one Lot. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Unit or on or about any ancillary building for the purposes of internal building heating or cooking. ~~h~~However, underground propane tanks shall be permitted with prior written approval of the ARB. The foregoing restrictions on gas tanks, gas containers and gas cylinders shall not apply to small portable propane storage cylinders used for outside cooking, heating or decorative lighting, nor

to service stations or similar facilities or any other lawful commercial uses, however, such uses are subject to approval of ~~Declarant and the Master Association~~ ARB. Notwithstanding anything to the contrary in the foregoing, temporary structures may be permitted on Commercial Lots subject to the written approval of the Declarant and the Master Association ARB.

Section 6. Signs and Flags. No sign or flag of any kind shall be displayed to the public view on or from any Residential Lot, except signs on models displayed by or approved by Declarant or its designees the Master Association or its designees. However, United States, state and military flags may be displayed where allowable under Federal Law, and as specifically allowed pursuant to Section 720.304, Fla. Stat., as same may be amended from time to time. No sign or flag of any kind shall be permitted to be placed inside a Residential Unit which is visible outside the Unit or on the outside walls of such Unit nor on any fences within residential portions of the Property, nor on the Common Areas, nor on dedicated areas, nor on entryways, nor on any vehicles within the Property, except such as are placed by the Master Association Declarant or another person or entity authorized in writing by the Master Association Declarant to do so. Without limiting the generality of any other Article hereof, in the event that similar requirements of a Sub-Association or the City are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control. No sign for the resale, lease or other transfer of a Lot or Unit shall be permitted within the Property nor shall any sign be displayed on, upon, or within any motor vehicle.

The foregoing restrictions on signs shall not apply to signs on Commercial Lots or the Ibis Club Facilities or to any sign erected by the Master Association Declarant or its designees. In addition, any subsequent modification, replacement or removal of such sign by Declarant or its designees shall not be subject to any approval by the Master Association, the ARB any Sub-Association or any Owner. To the extent signs are originally permitted by Declarant or the ARB to be erected on the Property, such permission is subject to subsequent modification to permit additional or different signage.

Section 7. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within the Property, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to this Declaration. Notwithstanding anything to the contrary in the foregoing, the Club and/or Master Association may place oil, gasoline or other storage tanks on the Property to serve the golf facilities. Such oil or other storage tanks shall be subject to the architectural design standards and approvals as set forth elsewhere in this Declaration and as otherwise required by applicable law, rule or regulation.

Section 8. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot or within any Unit, except no more than four (4) household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes ~~(except as to permitted pet shops, or kennels being operated as Commercial Lots)~~ and provided that they do not become a nuisance or unreasonable annoyance to any neighbor by reason of barking, noise, or otherwise and as determined in the sole and absolute

discretion of the Board of Directors from time to time. All animals must be kept on a leash when they are outside the Owner's Unit or Lot and must not be allowed to run loose. No dogs or other pets shall be permitted to have excretions on any Common Areas except those that may be designated by the Master Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Master Association, if any. Pets shall also be subject to all applicable rules and regulations as may be promulgated and amended by the Board of Directors of the Master Association from time to time. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of unreasonable annoyance to neighbors or other residents in the Property. The Board shall have the right to impose fines and to require the removal of any pet from the Owner's Lot or Unit if that pet causes an unreasonable source of annoyance to any Owner or resident within the Property, or if this provision or any rules and regulations promulgated pursuant hereto are violated with respect to the pet. Notwithstanding the pet may be a service animal or an emotional support animal, in that the Association understands its obligation to provide for reasonable accommodations, but to the extent that such a pet becomes a nuisance, including but not limited to a danger, the Association retains the authority to enforce by any and all necessary means, this provision and any Rules and Regulations and Use Restrictions regarding the keeping of animals.

Additionally, if the Master Association, in its sole and absolute discretion, determines that a pet has a dangerous propensity, either by actions against persons and/or other pets, the Master Association has the authority, but not the obligation, to require the pet's immediate removal on a permanent basis. The Master Association also has the authority to allow the pet to remain on the property, but subject to certain requirements, including but not limited to muzzeling.

~~Section 9. — Visibility at Intersections. No Owner, its guests, lessees, and invitees may cause or permit obstructions to visibility at street intersections or Common Area intersections.~~

~~Section 109. Boats, Trailers, Campers and Commercial Trucks. Restrictions, if any, on boats, trailers, campers, pickup trucks and commercial trucks or commercial vehicles (particularly as to the parking or storage thereof) shall be imposed and enforced by the applicable Sub-Associations in conjunction with the Master Association; ~~provided, however, that none~~ Nor shall any of ~~the~~ same shall be parked or stored on Lots or within the Common Areas unless within an enclosed garage, if and unless specifically approved by the Master Association ~~prohibits such parking or storage by regulations or otherwise.~~ For purposes of the foregoing, all trucks and pickup trucks, as well as any vehicle with an open bed, shall be prohibited from being parked or otherwise stored on the Property regardless of whether they are used for commercial or passenger purposes, unless within an enclosed garage. A vehicle shall be deemed a "commercial vehicle" where such vehicle contains commercial lettering, commercial pictures, commercial insignias, or any other evidence that the vehicle is being used for a business or commercial enterprise. A vehicle shall also be deemed a "commercial vehicle" where it has agricultural, construction or industrial equipment either affixed to or maintained within or upon said vehicle. Further, a vehicle shall be deemed commercial where it has a platform rack or other similar apparatus designed for carrying property or cargo; a cargo box or similar device located on the~~

vehicle; or any other motor vehicle equipped with a hoist or other similar mechanical equipment, whether affixed to or maintained within or upon said vehicle.

No vans, except passenger vans having installed side windows and having full permanent seating capacity for at least five (5) passengers, excluding the driver, shall be placed or parked upon any Owner's Lot or otherwise on the Property. Passenger vans as defined herein, may only be kept, stored or parked within an enclosed garage. No trailers or habitable motor vehicles or other motorized vehicle of any nature, motorcycles, skateboards, trucks or "pick-ups" or vehicles having printing or advertising on exterior surfaces or visible from the exterior shall be kept, stored, or parked on any part of the Property, except in a completely enclosed garage. Service vehicles not owned or operated by Owners, their families, lessees or guests that are intended to provide service to Lots, Units or Improvements, may be temporarily parked on the Property during daylight hours. No ~~boats, on or off trailers, may be parked on any part of the Property except in an enclosed garage, nor shall any~~ maintenance or repairs shall be performed upon any boat or motor vehicle in any Owner's Lot or Unit, or otherwise on the Property, except as necessary, in an emergency, for the movement of the vehicle, such as tire change or jump starting. No vehicles, including service vehicles, shall be permitted to park on streets overnight or between the hours of 12:01 a.m. and 7:00 a.m.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed away by or at the request of the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a reasonable period of time from the time a notice of violation is placed on the vehicle or, if such vehicle is causing an obstruction or safety hazard on the Common Areas, in such lesser time period as the Master Association, in its sole discretion, determines. The Master Association shall not be liable to the vehicle's owner or any Owner for trespass, conversion, property damage, or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal or failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean vans, campers, mobile homes and trailers. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. The Board of Directors of the Association shall have the authority to delegate to management and/or Ibis Public Safety the authority to enforce such vehicle restrictions pursuant to this Declaration or pursuant to the applicable rules and regulations adopted by the Board of Directors from time to time, including, but not limited to, the authority to conduct vehicle stops, issue citations, control gate access as well as the authority to determine whether or not a violating vehicle should be towed pursuant to this Section.

In addition to the foregoing, the Master Association may require that vehicles of all or certain types of Owners bear appropriate decals or other access devices, and may charge a reasonable fee for such decals or devices.

Section 4+10. Garbage, Recycle and Trash Disposal. No garbage, recycle, refuse, trash or rubbish shall be deposited except as permitted by the Master Association. The requirements from time to time of the applicable governmental authority, trash or recycle collection company or the Master Association (which may, but shall not be required to provide solid waste removal

services) for disposal or collection of waste shall be complied with by Owners and their guests or invitees. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All solid waste shall be placed in containers which shall comply with the standards adopted by the Master Association (or the ARB) for such containers. The ARB in its sole discretion may designate a standard style and type for containers. Garbage, **recycle** and trash to be removed must be placed at curbside or other designated location no earlier than 6:00 p.m. the evening before collection and such containers must be removed from the designated pickup location as soon after the pickup as is practicable, but in no event by later than 6:00 p.m. on the day of collection.

Section ~~13~~**11**. No Drying. No portion of the Property other than inside a Unit and not visible from the exterior shall be used as a drying or hanging area for laundry of any kind.

Section ~~13~~**12**. Lakefront Property and Lakes. As to all portions of the Property which have a boundary contiguous to any lake, drainage area, pond, marsh or other body of water, the following additional restrictions and requirements shall be applicable:

A. No boathouse, dock, wharf, raft, boat ramp, boat lift or other structure of any kind shall be erected, placed, altered or maintained on or adjacent to the shores of the lake, drainage area, pond or other body of water unless erected by the Master Association Declarant, or its designees subject to any and all governmental approvals and permits that may be required;

B. No boat, watercraft, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted except for use for maintenance purposes by the Master Association or as authorized by the Northern Palm Beach County Improvement District.; ~~Notwithstanding the foregoing, Nor may~~ Owners, their guests and invitees or other parties may operate sailboats, sailboards, canoes or ~~similar other~~ watercraft on any lake or other body of water. that do not require motor power, provided that such watercraft are approved by the ARB and are operated in such a manner as not to cause a danger or nuisance to any other person. Any such watercraft must be stored out of public view and are operated at the sole risk of the user thereof. The requirements, if any, of the District shall also apply to this Section 13.

C. No solid or liquid waste, litter or other materials or debris of any kind, including grass and landscaping material, may be discharged into/onto or thrown into/onto any lake, drainage area, pond, marsh or other body of water or the banks thereof; and

In order to provide for uniform water and waterbody vegetation control, no Sub-Association or Owner shall undertake the performance of same without the Master Association's prior written approval.

Section ~~14-13~~ Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials ~~(except standard window treatments) placed on any glass, except such as may be approved by the ARB or its equivalent for energy conservation purposes. placed on any glass. However standard~~

window treatments and solar glare reducing films may be placed on the inside of glass for energy conservation purposes, subject to the prior approval of the ARB

Section ~~15.14~~ Satellite Dish, Antenna and Mast Regulations. An Owner shall be permitted to have on its Lot or Unit not more than two (2) satellite dishes or antennas, or a combination thereof, used to receive (1) direct broadcast satellite service, including direct-to-home satellite service or to receive or transmit fixed wireless signals via satellite; (2) video programming services via multipoint distribution services; or (3) television broadcast signals, subject to the following terms, provisions and conditions. A satellite dish or antenna will be permitted on a Lot or Unit by the Master Association provided the size thereof is one meter (39.37 inches) or less in diameter or diagonal measurement, except for an approved antenna that is used to receive television broadcast signals whose size shall be determined solely by the Master Association. A Lot or Unit Owner shall also be permitted to install on its Lot or Unit a mast to support each approved satellite dish or antenna installed, subject to the following terms, provisions and conditions. No satellite dish, antenna or mast shall be placed on a Lot or Unit until its size, color, and intended location are first approved by the Master Association in writing. The Master Association shall have ten (10) business days to approve or reject a Lot or Unit Owner's completed application for a satellite dish, antenna or mast. Lot or Unit Owners shall use the Master Association's application form for the installation of satellite dishes, antennas and masts. The Master Association may, without any obligation, specify the particular location on the Lot or Unit where an approved satellite dish, antenna or mast may be placed provided that the designated location will afford the reception or transmission of an acceptable quality signal. Permitted satellite dishes, antennas and masts shall only be installed by professionals licensed and insured in the City of West Palm Beach and in Palm Beach County, Florida. The Master Association may, in its sole discretion, and without any obligation, require the Lot or Unit Owner to install reasonable landscaping to screen an approved satellite dish, antenna or mast provided such landscaping does not unreasonably increase the cost of the installation, maintenance or use of the satellite dish, antenna or mast. Approved satellite dishes, antennas and masts shall not be visible from the street if there is an alternate location on the Lot or Unit, as solely determined by the Master Association, that provides reception or transmission of an acceptable quality signal and does not impose an unreasonable expense or delay to the Lot or Unit Owner for the installation, maintenance or use thereof. The Lot or Unit Owner shall take all necessary and appropriate steps to ensure that the satellite dish, antenna, and mast are properly secured on the Lot or Unit, to protect the health, safety, welfare and property of the other Lot or Unit Owners, tenants, occupants, invitees, licensees, contractors and other persons in the Community, which shall include, but are not limited to, strict compliance with fire codes applicable to the Lot or Unit, allowance for a proper distance from any power lines, and adhering to other safety requirements in accordance with industry standards in Palm Beach County.

Section ~~16.15~~ Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, that same shall be installed only in accordance with the standards adopted from time to time by the ARB and its Sub-Association counterpart. Such standards shall be reasonably calculated to maintain the aesthetic integrity of the Property.

Section ~~17.16~~ Trees, Shrubs and Artificial Vegetation. No tree or shrub may be cut down, destroyed or removed from a Lot, Unit or Sub-Association common area or common element without the prior, express written consent of the ARB. No artificial grass, plants or other artificial vegetation, or statues, sculpture, or sculptural landscape decor, shall be placed or maintained upon the exterior portion of any Lot or Unit without the aforesaid ARB consent. In the event any tree, shrub or any other vegetation is destroyed by winds, fire, frost, freeze or other natural or artificial action, the Owner of the Lot upon which such tree, shrub or vegetation is located shall be responsible to replace the same with trees of similar type and kind with the prior consent of the ARB.

Section ~~18.17~~ Irrigation. Irrigation from lakes and other water bodies within the Property or by wells shall be permitted only upon the written approval of the ARB and any governmental agency having jurisdiction thereof. No individual water supply system or individual sewage disposal system shall be installed, maintained or used on any Lot unless approved in writing by the ARB, all such approvals shall be in the sole discretion of said ARB and otherwise in accordance with Article IX of this Declaration.

Section ~~19.18~~ Exterior Lighting and Skylights. All exterior lighting and skylights shall be subject to prior approval by the ARB.

Section ~~20.19~~ Fences and Walls. The composition, location, color, design, structure and height of any fence or wall to be constructed on any Lot is subject to the written approval of the ARB. The ARB shall, among other things, require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any.

Section ~~21.20~~ Mailboxes. No mailbox, newspaper box or rack or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without the approval of the ARB as to style, size, color, installation and location. The ARB, in its sole discretion, may designate a standard style and type of mailbox. If and when the United States Postal Service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Residential Units, each Owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

Section ~~22.21~~ Utility Connections. Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, sewer, gas, electricity, telephone, cable and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. The foregoing shall not apply, however, to transmission lines, transformers and other equipment installed by public utility companies or as part of the Community Systems.

Section ~~23.22~~ Construction Scheduling. No outdoor construction or development activity of any kind will be permitted within the Property on Sundays or legal holidays without the express prior written consent of the Master Association or the ARB. The ARB may, in its sole discretion establish hours within which construction may be performed.

Section 24.23 Off-Street Motor Vehicles. No motorized or battery powered vehicles may be operated off of paved roadways and drives except as specifically approved in writing by the Master Association. "All Terrain Vehicles" ("ATV's") are prohibited from being kept, used or driven on any portion of the Property. Off-street Motor Vehicles operated by the Master Association or its contractors, subcontractors or designees, the Club Owner and Owners of Commercial Lots are exempted from this Section. All motorized vehicles operated on the Property, whether on or off paved roadways and drives, must be operated by a driver with a current valid driver's license and such driver must have comprehensive liability insurance covering such vehicle in an amount to be determined from time to time by the Association. The Association may request the owner of the vehicle to provide proof of such liability insurance in a form reasonably satisfactory to the Association.

Section 25.24 Storage and Meter Areas. All storage areas of any kind upon any Lot, and all meters and similar areas located upon any such Residential Lot, shall be completely screened from view from the exterior of the Lot by a wall, fence or mature landscaping material in a manner acceptable to the ARB.

Section 26.25 Rental and or Leasing. The board of Directors of the Master Association shall have the right, but not the obligation, to adopt rules and regulations governing the rental or leasing of Residential Lots or Units within the Property including, without limitation, establishing minimum lengths for the terms of rentals or leases and limits upon the frequency of rentals or leases. Additionally, such rules and regulations may address threshold requirements identified as reasonable grounds for disapproval of a lease. The rules and regulations governing rental or leases may vary between specific residential areas or neighborhoods of the Property and/or on the basis of building types (single family, condominium, etc.) as the Board of Directors of the Master Association, in its discretion, deems appropriate. Such rules and regulations need not be approved by the Members of the Master Association nor recorded.

- No residential Lot or Unit may be rented or leased within the first 12 months of ownership, except that the Master Association or a Sub-Association shall have the authority to rent, upon taking title to any Residential Lot or Unit by way of foreclosure, deed in lieu of foreclosure or otherwise, and shall not be prohibited from leasing within the first 12 months of such ownership. Additionally, such 12 month restriction on renting shall not apply where title to a Residential Lot or Unit has been conveyed to an immediate family member, which shall be defined for purposes of this section as the owner's spouse, parent, or children, through inheritance, gift, bequest or devise, or where the Residential Lot or Unit has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. Additionally, this 12 month restriction on leasing shall not apply where title to a Residential Lot or Unit is acquired by one spouse from another spouse through a judgment or decree of divorce.
- A Residential Lots or Units may be leased only in its entirety; no fraction or portion thereof may be separately leased.

- No Residential Lot or Unit shall be leased more than three (3) times in any calendar year, with the first day of occupancy under the lease determining in which year the lease occurs.
- No lease of a Residential Lot or Unit shall be for a period of less than ~~thirty (30)~~ sixty (60) consecutive days.
- Owners shall provide documentation and evidence of compliance with all City or County Government regulations, and having obtained all required permits or licenses and paid all applicable rental taxes, hotel taxes or other applicable taxes as a condition of any lease and/or lease approval.
- All leases of Residential Lots or Units shall be deemed to include a covenant on the part of the lessee to comply with, and be fully bound by, the provisions of ~~the~~ this Declaration, the Governing Documents as defined by Chapter 720, Fla. Stat., and any other documents referenced hereunder, and that any failure by the lessee to do so shall be a material default of the lease.

This section shall also apply to sublessees of Residential Lots or Units, ~~and~~ assignments of leases, and any lease renewals. Rules and regulations governing rental and leasing of Residential Lots or Units adopted by the Master Association or any Sub-Association shall not be less stringent than the restrictions set forth above. In addition, any sub association shall also have the authority to approve and disapprove leases if such authority is provided in the governing documents of such sub association. However, notwithstanding any such authority that may be provided, regardless of whether a sub association approves of a prospective tenant, any and all prospective ~~tenants leases must,~~ if the Master Association decides in its sole discretion, to exercise its right to approve and/or disapprove of leases, also be approved by the Master Association. The Master Association shall have the authority but not the obligation to approve and disapprove of leases. If the Master Association does determine that it is in the best interests of the Master Association and its membership to exercise its authority to approve or disapprove leases, then in addition to the limitations and restrictions as set forth in this Section 25, the Association shall further have the authority to disapprove of any lease for good cause, which good cause shall be deemed to include, but shall not be limited to, the following grounds for disapproval:

(1) The person(s) seeking approval (which shall include all proposed occupants) fails to qualify for occupancy in the Association, including, but not limited to, those applicants who fail to qualify for occupancy because of the restrictions on occupancy or ownership set forth in this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association, as same may be amended from time to time; or

(2) The person(s) seeking approval (which shall include all proposed occupants) has been convicted at any time of a felony involving violence to persons or a felony where the victim was a minor; or a felony where such person has been convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) or has been convicted of any other felony within the five (5) years

preceding the date of application; or

(3) The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or

(4) The person(s) seeking approval (which shall include all proposed occupants) takes possession of the Lot or Unit prior to the approval by the Association as provided for herein; or

(5) The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this or any other Association as a lessee, guest, owner or occupant of a Lot or Unit; or

(6) The person(s) seeking approval (which shall include all proposed occupants) fails to comply with the requirements of this Section 25; or

(7) No lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Lot or Unit Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Lot or Unit is in violation of any provision of this Declaration or the Rules and Regulations or Use Restrictions which remains uncured at the time an application is made hereunder.

~~Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot or Unit, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Lot or Unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the Lot or Unit Owner or Lessee who deposited same, by the Association, not later than fifteen (15) days from the date of notice to the Association of the termination of the occupancy of the Lot or Unit by Lessee.~~

Application Fees. The Master Association may charge application fee(s) in connection with the lease of any Lot or Unit in a reasonable amount as determined by the Board, which application fee may be charged on a per applicant basis. Said fee shall be remitted to the Association at the same time as the Lot or Unit Owner provides notice of such lease as provided in this Section 25. The application provided by the Master Association may also require any further information that the Master Association may reasonably require for purposes of screening applicants. In addition to the application fee identified above, the Master Association shall also have the authority to charge the actual costs of any such additional screening performed by the Association.

The Master Association shall further have the authority to require that the Owner and tenant execute a lease addendum, as a part of the lease application process and as a condition to approval of any lease, which addendum shall provide the following: In the event the Owner is delinquent in the payment of any assessment for more than thirty (30) days, the Master Association may notify the lessee of the delinquency and in such event, the lessee shall be obligated to commence paying all future rent payments to the Master Association, until such delinquent assessments and related charges are paid in full to the Association. At such time, the lessee shall resume paying rent to the Owner. During the period of time that the lessee is paying his rent to the Master Association, the Owner may not evict the lessee for non-payment of rent. However, if the lessee does not pay the rent to the Association as required herein, the Master Association shall have the authority to evict the lessee. In such event, the Unit Owner shall be obligated to reimburse the Association for the costs and attorneys' fees incurred by the Association.

Any neighborhood Association shall have the authority to delegate to the Master Association, and the Master Association shall have the authority but not the obligation to accept such delegation, the authority to collect rent from a tenant to offset any past due assessment due to either the Neighborhood Sub-Association and/or the Master Association. In addition, and notwithstanding the foregoing, in the event that an Owner becomes delinquent in the payment of any such assessment where the tenant shall be required to pay rent to the Association, and where any such assessments are owed to both the Master Association as well as any Neighborhood Sub-Association, the Master Association shall apply the rent collected first to any unpaid balance of Master Association assessments, and shall apply any remaining balance of rent to the unpaid balance of Neighborhood Sub-Association assessments.

Additionally, for purposes of this Declaration and for purposes of fulfilling the requirements of this Section 25, a "tenant" shall also include any guest or other occupant of a Lot who is residing in that Lot for a period of more than thirty (30) days in any calendar year, where the Owner is not also in residence, regardless of whether such guest or other occupant is paying rent or exchanging any other form of consideration. For purposes of this paragraph, a tenant shall not include an immediate family member of the Owner or any other person related to the Owner by blood or marriage.

~~Section 27. — Bicycle Storage. Bicycles and similar devices shall be stored only within Units. In the event bicycles or similar devices are left on the Common Areas, they may be impounded by the Master Association and shall be released to the Owner only upon payment of an administrative fee established by the Master Association. Such an administrative fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article V of this Declaration. The Declarant and the Master Association shall have the right but not the obligation, to impound and store bicycles or similar devices and, after sixty (60) days of storage, dispose of same. Declarant, the Master Association, their respective employees, officers, directors and designees shall have no liability for damage to or loss of bicycles while impounded or in the event of disposal of bicycles or similar devices.~~

Section ~~28~~26. Sub-Associations. All of the restrictions, requirements and obligations set

forth in this Article shall apply to all Sub-Associations, if and when such Sub-Associations come into existence, and to their common areas, common elements (and all improvements thereto) and their uses of all or any portions of the Property. Accordingly, as applied to a Sub-Association, the term Owner as used in this Article shall be deemed to include the Sub-Association (even if it does not hold legal title to its common areas or common elements), the terms Lot and Unit, only for the purpose of application of this Article, shall be deemed to include a Sub-Association's common areas or common elements (and all improvements thereto) and references to activities or practices of Owners shall be deemed to include activities or practices of the Sub-Association (regardless of where same occur).

Section ~~2927~~. Auction Prohibition. No Lot, Unit, Improvements thereon or any interest therein shall be sold, marketed or conveyed by auction, nor shall auctions of real or personal property or interests in real or personal property be conducted within the Property. Garage sales or other similar sales are prohibited from being conducted on any Lot, Unit, Common Areas, Sub-Association common areas or common elements or District Property. Notwithstanding the foregoing, this section shall not prevent auctions upon the Club Facilities for charitable purposes, which auctions shall be subject to the express prior written approval of the Association.

Section ~~3028~~. Garages. Garages shall only be used for the storage of automobiles, golf carts, and other uses authorized herein and shall not be permanently enclosed or converted to other uses. All garages shall be equipped with fully operational automatic garage door openers activated by a remote control garage door opener and all garage doors must be closed, except when vehicles are entering or exiting from the garage. Each Owner shall be responsible for maintaining his own garage door opener in good working order at all times at the Owner's sole cost and expense.

Section ~~3129~~. Noise. No Owner shall knowingly or wilfully make, create or allow to be made or created by his guests, lessees or invitees, any unnecessary, excessive or offensive noise or disturbance which destroys or interferes with the peace, quiet, and/or comfort of the Owners or other residents of the Property.

Section ~~3230~~. Hazardous Waste. No flammable, toxic or hazardous substance of any type may be stored or kept on any Lot or Unit or discharged therefrom by an Owner in violation of any law, rule or regulation. Each Owner hereby indemnifies and holds harmless the ~~Master Association Declarant, its partners, officers, directors and employees, and the Master Association~~, its Officers, Directors, employees and agents from and against any and all claims, damages or losses of any kind that may be imposed upon or asserted against them arising out of or from any hazardous substance kept, stored or used upon any Lot or Unit. This indemnification shall survive the sale by an Owner of his Lot or Unit.

Section ~~3331~~. Hunting. Hunting by firearm, bow and arrow, or in any other manner shall be and is expressly prohibited on or within the Property or any portion thereof.

Section ~~3432~~. Additional Use Restrictions. The Board of Directors of the Master Association or its assignee, may adopt such additional use restrictions, and may amend the Use Restrictions identified in Article VII hereof. Any amendment to the Use Restrictions shall be

approved by the Board in the same manner as the Board would approve rules and regulations. Notwithstanding that they would be approved by the Board, any and all Use Restrictions added to, removed, or otherwise amended, will not require approval in the manner identified in Article XVI, Section 6, relating to amendments to the Declaration. Notwithstanding Article XVI, Section 6, amendments to Article VII, "Use Restrictions," shall be by Board vote and if Use Restrictions are amended, added or removed from this Declaration, they shall be provided the same presumption of validity as any other provision of the Declaration. Additionally, amended Use Restrictions which are promulgated in the same manner as Rules and Regulations by the Board of Directors, will be considered incorporated into this Article VII, notwithstanding whether the amended language is shown in the Declaration or separately shown as a rule.

The Board of Directors of the Master Association, in addition to the authority to promulgate additional Use Restrictions as well as rules or regulations, applicable to all or any portion or portions of the Property, the authority ~~and~~ to waive or modify application of the foregoing use restrictions with respect to any Lot(s) or Unit(s), as the Board, in its sole discretion deems appropriate. A waiver or lack of enforcement of one or more restrictions shall not be construed as a waiver of all similar restrictions in future situations. The Master Association shall have full enforcement rights notwithstanding any prior waiver. Any additional restrictions need not be recorded among the Public Records of Palm Beach County, Florida.

Section ~~35~~33. Certificate of Compliance. In, order for Master Association to perform its functions under this Master Declaration, as of November 1, 2007, no instrument purporting to transfer an interest in, or title to, a residential Lot or Residential Unit shall be effective unless the Master Association shall certify compliance of the residential Lot or Residential Unit with this Master Declaration. A Certificate of Compliance by the Master Association under this Section shall only be by recordation of a Certificate of Compliance in the Public Records of Palm Beach County, Florida, executed by an officer of the Master Association and certifying compliance of the residential Lot or Residential Unit as herein provided. The criteria for certification by the Master Association under this Article VII, Section ~~35~~33 shall be ministerial only; i.e. limited to:

- A. obtaining requisite information as may be reasonably required for Master Association records;
- B. confirming that the financial obligations of the residential Lot or Residential Unit to Master Association are current, including but not limited to all dues and fees owed to the Club;
- C. confirming that the residential Lot or Residential Unit is not otherwise in violation of any of the provisions of this Master Declaration; and
- D. confirming that the transferee of the interest or title sought to be conveyed and the use to which the residential Lot or Residential Unit will be put, will not, as a consequence of the transfer be in violation of this Master Declaration, including without limitation the restrictions found in Article XI. Section 4 of this Master Declaration.

Section ~~36~~34. Occupancy of Residential Lots and Units. Each Residential Lot or Unit

shall be occupied as a residence for a single family. For purposes of this sSection 34, the term "family" means a group of persons who are related to one another by blood, marriage, or adoption in the following degrees of kinship only: children, grandchildren, parents, brothers, sisters, aunts, uncles, grandparents, nieces and nephews. A "family" may also be two (2) single unrelated persons and other persons related to them in the degrees of kinship described above. However, the total occupancy of a residential Lot or Unit shall not exceed the limitations stipulated under City of West Palm Beach ordinances. No more than two (2) families or a single entity may be the Owner of a Residential Lot or Unit at any time. The preceding sentence further amends and modifies the definition of "Owner" set forth in Article I, Section 31 hereof, by limiting the number of persons or entities who may be an Owner of a Residential Lot or Unit at any time. Where a Residential Unit or Lot is owned by a corporation, partnership, trust or other similar entity, such entity shall be required to designate a Primary Occupant(s) who shall be deemed to be the occupant(s) entitled to reside in the Residential Unit or Lot in accordance with the requirements of this Section 34, as referenced above. If the Primary Occupant(s) is changed at any time, the entity that owns the Residential Unit or Lot shall be required to give notice to the Master Association of the new Primary Occupant(s). However, an entity owner shall only be entitled to make such change of Primary Occupant(s) once in any twelve (12) month period, and any changes in excess of once in any twelve (12) month period shall be deemed to be a rental or lease, and shall require prior approval as well as compliance with all leasing restrictions as set forth in this Declaration, including, Section 26 hereof, as well as the Association's Governing Documents.

ARTICLE VIII COMPLIANCE AND ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and Sub-Association, and his/its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Board of Directors of the Master Association as contemplated herein as well as the covenants, conditions and restrictions of this Declaration, as they may be amended from time to time.

Section 2. Enforcement. Failure to comply with this Declaration and/or any of such rules or regulations shall be grounds for immediate action by the Master Association which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The Master Association shall also have the right to suspend rights to use the Common Areas as specified herein.

Section 3. Fines. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Master Association, a fine or fines may be imposed upon an Owner or Sub-Association for failure of an Owner, Sub-Association or any of the other parties described hereinabove to comply with their obligations under this Declaration or with any rule or regulation of the Master Association, provided the following procedures are adhered to:

A. Notice: The Master Association shall notify the Owner or Sub-Association of the infraction or infractions. Included in the notice shall be the date and time of a ~~special meeting of the Board Directors~~ a hearing committee established by the Board of Directors, at which time the Owner or Sub-Association shall present reasons why fines should not be imposed. At least ~~ten (10)~~ fourteen (14) days written notice of such ~~meeting hearing~~ shall be given;

B. Hearing: The non-compliance shall be presented to a hearing Committee established by the Board of Directors ~~after which the Board of Directors which~~ shall hear reasons why a fine should not be imposed. A written decision of the ~~Board of Directors Committee, or its designees~~, shall be mailed to the Owner or Sub-Association by not later than ten (10) days after the ~~Board of Directors' meeting Committee hearing~~. The Owner or Sub-Association shall have a right to be represented by counsel and to cross-examine witnesses. ~~If the impartiality of the Board is questioned by the Owner or Sub-Association prior to the date of the hearing, the Board shall appoint~~ The hearing Committee shall include three (3) impartial Members of the Association, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, or sister of any such officer, director or employee, ~~to a special hearing panel~~ which shall perform the functions described in this paragraph;

C. Amounts of Fines: The Board of Directors, shall from time to time prescribe the amounts of fines in their reasonable discretion and ~~shall~~ may establish a schedule of fines for first non-compliance or violation; second non-compliance or violation; and if the Board determines necessary, third and subsequent non-compliances or violations which schedule shall be part of the Rules and Regulations of the Master Association as the same may be amended by the Board of Directors from time to time. Further, the Board shall have the authority to delegate to management to propose fines and/or suspensions on behalf of the Board, and such actions shall be deemed Board actions pursuant to Section 720.305, Fla. Stat. The amount of such fines may exceed \$100.00 per violation, or in the event of a continuing violation, may exceed \$100.00 per day and \$1,000.00 in aggregate, as provided under Florida Statute 720.305, which amounts shall be determined by the Board. A fine in excess of \$1,000.00 may be subject to the filing of a claim of lien against the Lot or Unit and, as such, will be collectible in the same manner as an Individual Assessment pursuant to Article V of this Declaration;

D. Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties, except as otherwise provided by law. Fines which result in a lien shall be collectible in the same manner as the collection of any Individual Assessment pursuant to Article V of this Declaration;

E. Collection of Fines: As to Owners, fines shall be treated as a personal obligation of the respective Owner subject to collection together with attorneys' fees and costs of collection. As to Sub-Associations, the Master Association may take any available legal or equitable action necessary to collect fines and, without waiving the right to do the foregoing, may deduct fines from amounts collected on behalf of the Sub-Associations, if any, (the Master Association being hereby granted a lien on such amounts for such purpose);

F. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors;

G. Non-exclusive Remedy: Fines as provided herein shall not be construed to be an exclusive remedy of the Master Association, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled.

H. The Board of Directors shall have the authority to suspend Common Area use rights pursuant to Section 720.305, Fla. Stat., as amended from time to time. Suspensions of Common Area use rights for violations of the Association's governing documents shall be required to go through the same hearing requirements for the levying of fines pursuant to this Article VIII, as well as pursuant to Section 720.305, Fla. Stat. Further, the Board of Directors shall have the authority to promulgate a suspension schedule, in addition to a fining schedule, identifying reasonable suspensions for violations of the "Governing Documents," including this Declaration, Use Restrictions, and Rules and Regulations adopted and amended by the Board of Directors from time to time.

ARTICLE IX ARCHITECTURAL REVIEW; GENERAL POWERS

The following provisions of this Article are subject to those of the immediately succeeding Article hereof.

Section 1. Members of ARB. The Architectural Review Board of the Master Association, which is sometimes referred to in this Declaration as the "ARB", shall ~~initially~~ consist of a minimum of three (3) members. ~~The initial members of the ARB shall consist of three (3) persons designated by Declarant.~~ The size of the ARB may be changed at any time to a maximum of ~~nine (9)~~ seven (7) members and a minimum of three (3) members in the discretion of the Board of Directors. ~~Each of the initial members designated by Declarant shall hold office until all Lots and Improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Declarant. Declarant shall have the right to remove and replace the respective ARB Members appointed by it at any time and from time to time. Thereafter, each new member~~ Members of the ARB shall be appointed by the Board of Directors of the Master Association and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause, ~~subject to the rights of the Declarant as aforesaid.~~ The Master Association Declarant shall have the right, in its sole discretion, to appoint or hire professional consultants to the ARB. Such consultants may include, but not be limited to, architects, engineers, landscape engineers and other design professionals.

~~The members of the ARB may, at the discretion of the Board of Directors, be compensated for their services in which event such compensation shall be a General Expense of the Master Association.~~ The ARB may, with the approval of the Board of Directors of the Master Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to ~~the compensation of the ARB members and~~ other expenses of the ARB (including, without limitation, overhead, development review, enforcement and other Master Association expenses reasonably allocatable to the ARB).

In addition to the power and duties set forth hereinbelow, the ARB shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Property by the Master Association Declarant (by way of specific deed restrictions or contract) as the Master Association Declarant shall, in its sole discretion, if at all, elect to have it enforce (subject at all times to the Master Association's Declarant's right to modify or revoke such right and duty). Such election may be made by the Master Association Declarant in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of the Master Association's Declarant's rights to enforce same. Further, the Master Association Declarant may provide for specific criteria and procedures to be used by the ARB in such regard (subject to later modification), absent such provision the ARB shall proceed in the manner set forth in this Article. Unless otherwise specifically provided by the Master Association Declarant in the applicable instrument, the rights and duties of the ARB shall not be delegable to a Sub-Association.

Section 2. Construction Compliance Deposit. The Owner or Builder of any house, Unit, addition, pool or other Improvements to a Lot will be required to deliver to the Master Association a deposit in an amount established by the Board from time to time. Such deposit shall be delivered prior to or along with any plans and specifications submitted to the ARB for approval. The deposit shall be held by the Master Association to ensure compliance by the Owner and/or Builder with all provisions of this Declaration, standards of the ARB and all rules and regulations promulgated by the Master Association or ARB pursuant to this Declaration.

The Master Association ~~shall~~ may cause the deposit to be placed in a separate escrow account, and interest earned thereon, if any, shall accrue to the benefit of the Master Association.

The Master Association shall give the Owner and/or Builder written notice of any failure to comply with the provisions, standards, rules, or regulations described above. if the Owner and/or Builder does not cure the problem within five (5) days of the date of the notice, the Master Association may, but is not obligated to take corrective measures as it deems appropriate in its sole discretion. The cost of any such corrective measures shall be deducted from the deposit. The Owner and/or Builder shall promptly pay to the Master Association any amount so paid out, so that the full deposit is held by the Master Association at all times. In the event the deposit is insufficient to cover the cost of such corrective action, the Owner and/or Builder shall pay to the Master Association any balance to cover the full cost of the corrective action. Upon completion of the construction, the Owner and/or Builder may apply to the Master Association for a refund of deposit. The Master Association may establish policies regarding such deposits providing for retention of a percentage to defray administrative costs.

Section 3. Review of Proposed Construction. Subject to other applicable Sections below, no building, fence, wall or other structure or improvement (including, but not limited to landscaping or other improvements or changes thereto of any kind) shall be commenced, altered, removed, painted, erected or maintained on the Property nor shall any addition, removal, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other Improvements, until the plans and specifications showing the nature, kind,

shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ARB. The requirements and procedures of this Article shall also apply to common areas, and common elements of Sub-Associations and interior alterations to Commercial Units (other than alterations or improvements to Commercial Lots or Units made by the Master Association Declarant or its designees who are exempted from any approval required under this Article), ~~Public Facilities~~, and Ibis Club Facilities when such interior alterations would have an effect upon the use or appearance of the exterior portions of the applicable Commercial Lot(s), Public Facilities or Ibis Club Facilities (including, without limitation, as to the use of parking spaces or facilities or the Ibis Club Facilities or Public Facilities).

The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Community as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. If the proposed construction, alteration, removal or addition is to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association.

Where a Sub-Association has its own architectural review process and/or committee, or otherwise has the independent authority to review and approve all improvements, alterations and architectural changes within such Sub-Association, the ARB will not consider or review any submitted plans and specifications submitted pursuant to this Article IX, until such proposed plans and specifications have been first approved by the applicable Sub-Association Committee or Board. Any and all such Sub-Associations having their own architectural review process shall be required to review and approve all submitted plans and specifications prior to such plans and specifications being submitted to the Master ARB. Further, in the event the Sub-Association architectural Committee or Board disapproves of any such submitted plans or specifications, such plans and specifications shall not be allowed to be submitted to the ARB and shall be deemed automatically denied by the ARB. In the event any such plans and specifications are submitted to a Sub-Association architectural Committee or Board, and are approved, such plans and specifications may then be submitted to the ARB in accordance with the requirements and procedures of this Article IX, and will then be either approved or denied pursuant to this Article IX. Further, where a Sub-Association's governing documents provide for its own architectural review process and/or committee, no amendment may be made to such Sub-Association's governing documents to remove or otherwise change such Sub-Association's authority to conduct architectural review without the consent of the Master Association, and the Master Association shall have the sole and absolute discretion to withhold approval for any amendment to a Sub-Association's governing documents that seeks to remove, change or otherwise alter such Sub-Association's authority relating to architectural control.

The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings,

landscape and landscape irrigation plans and specifications, and descriptions or samples of exterior materials and colors. Until receipt by the ARB of all required plans and specifications, the ARB may postpone review of any plans submitted for approval. Upon such receipt, the ARB shall have thirty (30) days in which to accept or reject any proposed plans or request modifications to such plans and, if the ARB does not reject or request modifications to same within such period, said plans shall be deemed approved as submitted. Any decision of the ARB shall take precedence over any architectural review boards of Sub-Associations, if any.

All changes and alterations of owners' buildings and landscaping and other Improvements whether structural, color, style or otherwise, shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. ARB written approval of any changes and alterations must be obtained prior to application to any governmental authority.

The provisions of this Article shall apply not only to Lots and Units, but also to common areas or common elements of Sub-Associations.

All construction on the Property, with the exception of construction by Declarant, shall be subject to such rules, regulations, design and construction standards, and setback and building requirements as may be promulgated by the Board and/or ARB from time to time.

Section 4. Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances as hereinbelow provided. In the absence of such designation, the vote of a majority of members of the ARB shall constitute an act of the ARB.

Section 5. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings -for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 6. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the applicant (who may be an Owner or an appropriate Sub-Association) for such approval (the "Applicant") shall give written notice of completion to the ARB;

B. Within fifteen (15) days thereafter, the ARB or its duly authorized representative may inspect such improvement. If the ARB finds that such work, was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such fifteen (15) day period, specifying the particulars of noncompliance,

and shall require the Applicant to remedy the same;

C. If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ARB shall notify the Board in writing of such failure. The Board shall then determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board ruling. If the Applicant does not comply with the Board ruling within such period, the Board, at its option, may authorize the improvement as it is, remove the noncomplying improvement or remedy the noncompliance, or pursue any other remedies available to it under this Declaration and at law and in equity and the Applicant shall reimburse the Master Association, upon demand, for all expenses incurred in connection therewith, plus an administrative charge to be determined by the Master Association. If such expenses are not promptly repaid by the Applicant to the Master Association, the Board shall levy an Individual Assessment against such Applicant and his Lot or Unit for reimbursement. In the event said Applicant is a Sub-Association, the aforementioned Individual Assessment shall be levied against all Units or Lots in the Sub-Association in proportion to their respective share of the common expense of said Sub-Association;

D. If for any reason the ARB fails to notify the Applicant of any noncompliance within sixty (60) days after receipt of said written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with said approved plans, unless such failure to notify is due to excusable neglect, or would create a hardship on other Owners as determined by the ARB;

E. In addition to, and not in lieu of, any other remedies provided to the ARB in this Article, the ARB shall have the right to seek injunctive and other relief for the temporary and permanent suspension of activities in violation of the requirements of this Article. After proper notice to the party in violation and opportunity to cure, the ARB may, in its sole discretion file such lawsuits and other judicial and administrative proceedings seeking to enforce the remedies granted in this subsection and elsewhere stated in this Declaration.

Section 7. Non-Liability of ARB Members. Neither the ARB nor any member thereof, nor its duly authorized representative, shall be liable to the Master Association, any Sub-Association, or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Community. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and/or some of the procedures set forth herein and, without limiting the generality of other applicable provisions hereof, may alter the procedures set forth herein as to any such applicant.

Section 8. General Powers of the Master Association. The Master Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated

to be taken by a Sub-Association, and the Master Association shall have the absolute power to require specific action to be taken, by the Sub-Association in connection with applicable sections of the Property. Without limiting the generality of the foregoing, the Master Association (and the ARB, as appropriate) may veto or disapprove of any decision of any Sub-Association (or development review board or other committee thereof), and the Master Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefor, veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Sub-Association and otherwise require or veto any other action as the Master Association deems appropriate from time to time. The Master Association shall not be liable to any Sub-Association or any Owner by virtue of any exercise by the Master Association of its rights pursuant to this Declaration.

~~Section 9. — Exceptions from ARB Control. Notwithstanding the foregoing Sections of this Article, the ARB shall have no jurisdiction over, and the requirements contained in this Article shall not apply to, the Declarant or any parties as may be designated by Declarant.~~

~~Section 10. — Declarant Approvals. Notwithstanding the foregoing provisions or anything else to the contrary mentioned in this Declaration, any approval by the Declarant concerning proposed construction, development, structures, improvements, modifications or alterations, shall be deemed to satisfy the requirements of this Article IX and shall be given the full weight and authority of an approval of the Architectural Review Board pursuant to this Article IX.~~

ARTICLE X MASTER ASSOCIATION; AND SUB-ASSOCIATIONS AND DECLARANT

Section 1. Preamble. In order to ensure the orderly development, operation and maintenance of the Property and the properties subject to the potential administration of Sub-Associations as integrated parts of the Property, this Article has been promulgated for the purpose of (1) giving the Master Association certain powers to effectuate such goal, (2) providing for intended (but not guaranteed) economies of scale and (3) establishing the framework of the mechanism through which the foregoing may be accomplished.

Section 2. Cumulative Effect: Conflict. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Declarations for the Sub-Associations, if any, provided, however, that in the event of conflict between or among any such covenants, restrictions and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Sub-Association shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association and the Sub-Associations (as provided elsewhere herein).

Section 3. Development Review. Maintenance and Use Restrictions. The Master Association (through the ARB) shall exercise the architectural control/development review functions reserved herein, ~~subject to the development review and approval rights of the~~

Declarant.

Each of the Master Association and Sub-Associations shall have the power to enforce their own respective use restrictions, provided that in the event of conflict, the more stringent restrictions shall control and provided further that if a Sub-Association fails to enforce its respective restrictions, the Master Association shall have the absolute right, but not the obligation, to do so and to allocate the cost thereof to the applicable Sub-Association which shall promptly pay for same or reimburse the Master Association. Notwithstanding the foregoing, the applicable Sub-Association shall be required to review and approve or disapprove of any submitted plans or specifications prior to such plans and specifications being submitted to the Master Association pursuant to Article IX hereof.

Section 4. Delegation of Other Duties. The Master Association shall have the right, but not the obligation, to delegate to a Sub-Association(s) on an exclusive or non-exclusive basis, such duties as the Master Association shall deem appropriate. Such delegations shall be made by written notice to the Sub-Association, which shall be effective no earlier than thirty (30) days from the date such notice is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

Section 5. Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Sub-Association pursuant hereto, the Sub-Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Master Association for all liabilities, losses, damages and expenses (including attorneys, fees actually incurred and court costs, through all appellate levels) arising from or connected with the Sub-Association's performance, non-performance or negligent performance thereof.

Section 6. Certain Reserved Functions of the Master Association. In the declaration or similar instrument for any Sub-Association, the following powers, rights and duties (and all remedies necessary and convenient to exercise or enforce same) are hereby reserved to the Master Association and/or ARB, as appropriate whether or not so stated therein (unless subsequently waived or delegated in a written instrument expressly intended to have such effect):

A. All restrictions, requirements, duties and procedures as to maintenance of Units and Lots, restrictions, rules and regulations and development review as same apply to Sub-Associations, their common areas or common elements and activities within the Property, Owners and their Lots, Units and activities within the Property (particularly, but without Limitation, as to activities within the Common Areas); and

B. Any and all provisions of this Declaration as to Owners and their Lots, Units and activities to the extent that a Sub-Association is initially responsible therefor but has failed to perform such responsibility.

As used in this Section, the term Owner shall include any family member, guest, tenant, agent, invitee, licensee, contractor or subcontractor of an Owner. Any action taken by the Master Association or the ARB pursuant to this Section shall not alter, waive or impair the Master Association's or ARB's right to compel a Sub-Association to take any action required of it in the

same or different instances. Further, in the event that a Sub-Association fails to take any action required of it hereunder, under its own declaration or pursuant to a delegation made pursuant to this Article, the Master Association shall have the additional, non-exclusive remedy of imposing a reasonable fine on such Sub-Association if such failure continues for more than fifteen (15) days after notice is given by the Master Association.

Section 7. Master Association Offices. The Master Association does hereby reserve the right to locate an office or offices for the Master Association in a building or buildings located within the Community and at such place as may be designated ~~by the Declarant~~ from time to time, ~~until Declarant transfer of control of the Master Association in accordance with Article XII of this Declaration~~. For purposes of this Section, the Master Association may construct, own or lease its office facilities and the Master Association shall be responsible for the financing of such construction, ownership or lease of its facilities. All costs associated with the construction, ownership, lease and maintenance of the Master Association's offices are general expenses of the Master Association.

ARTICLE XI IBIS GOLF AND COUNTRY CLUB

Section 1. Club Facilities. ~~The Club Owner Declarant~~ or other parties may from time to time provide recreational facilities, including, without limitation, Club Facilities (as defined in Article I, Section 10 of this Declaration) within the Community which are separate from the Common Areas of the Master Association or any Sub-Association.

Each Owner, his tenants, guests, lessees, invitees, licensees, successors and assigns, hereby recognizes that the Club Facilities are private and shall not be used by Owner unless said Owner is a member of the Club. In no manner shall membership in the Master Association or in any Sub-Association, nor ownership or occupancy of a Lot or Unit confer any Club Membership or right to use any Club Facilities upon an Owner, his tenant, guests, lessees, invitees or licensees.

~~The Club Facilities or other recreational facilities may be developed and provided at the discretion of the Declarant.~~ Whoever owns any of these Club Facilities at any particular time has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Facilities shall be used, if at all. By way of example, but not limitation, such entities have the right to approve users and determine eligibility for use, to reserve use rights for future purchasers of the Property, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Club Facilities, to transfer any or all of the Club Facilities or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, membership deposit, initiation fee, dues and other charges for use privileges.

Ownership of any or all of the Property or membership in the Association does not give any vested right or easement, prescriptive or otherwise, to use the Club Facilities, and does not grant any ownership or membership interest in the Club Facilities. Club Facilities as described

herein and in Exhibit "C" hereto and elsewhere in this Declaration may from time to time include golf courses and other open areas. Such golf courses and open areas shall not be included as "enclosed non-residential property space" for the purpose of determining Assessment Units attributable to Club Facilities. Further, nothing contained in this Declaration, the Articles or Bylaws or any exhibit hereto shall be deemed as a representation or obligation of the Declarant, its designees or any other entity or person to construct, erect or improve golf courses, nor a representation as to the size, configuration, design or features of any golf courses, if so constructed, erected or improved.

Section 2. No Membership Right. No owner, nor any of his successors or assigns, has or will have (i) any right with respect to membership in the Ibis Golf and Country Club or any other private clubs or facilities within the Property by virtue of his ownership of property within the Property or otherwise; (ii) any right to join any of the private clubs within the Property or use any such facilities unless he is accepted for membership (which shall be in the sole and absolute discretion of the Club Owner) and has paid all current membership and other applicable fees; (iii) any right to bring or take any action to prevent or seek any remedy against the ~~Declarant and~~ Master Association or any Sub-Association within the Property, or any of their respective officers, directors, partners, agents, employees, successors or assigns, relative to the operation of or any act or omission directly or indirectly related to any clubs operating within the Property. Each Owner specifically waives and disclaims any interests in the foregoing clubs, golf courses and facilities other than any interest he may acquire as a Club member, in the event he applies for membership and has been accepted.

Section 3. Club Easement. All Owners of land or other real property within the Property, their tenants, guests, lessees, invitees, licensees, successors and assigns, hereby recognize the existence of Ibis Golf and Country Club being a private membership club containing certain recreational and other club facilities. By their acceptance of a deed of conveyance of Lots or Units within the Property or by acquiring title to a Lot or Unit by operation of law or otherwise, each Owner acknowledges that the Common Areas shall be and are subject to use by Club Members, employees, administrative personnel, guests and invitees. No Owner or their tenants, lessees, guests, invitees, licensees or employees shall in any manner do anything to impair the use rights of Common Areas by Club Members and their designees as more particularly described in this Article.

Section 4. Membership in the Club. A person or a corporation, partnership, trust or other entity obtaining title to a residential Lot or Residential Unit is required as a ~~Use~~ Restriction incident to ownership in the Ibis community, to become a member of the Club. The terms of membership in the Club shall be as set forth in the Club's governing documents.

A. Exemption. Owners of record, as evidenced by deeds, or other instruments of conveyance recorded in the Public Records of Palm Beach County, Florida, who are not members of the Club as of November 1, 2007, are not required to become members of the Club. However, when such Owners who are not members of the Club purport to convey their residential Lots or Residential Units, the grantees of such conveyances shall be required to comply with this Section 4.

B. Exceptions. A Mortgagee acquiring title to a residential Lot or Residential Unit as a result of foreclosing a mortgage on a residential Lot or Residential Unit, or deed in lieu of foreclosure, shall not be required to become a member of the Club. The purchase of a residential Lot or Residential Unit from such a Mortgagee, where seller Mortgagee has acquired title to a residential Lot or Residential Unit as a result of foreclosing a mortgage on a residential lot or Residential Unit, or deed in lieu of foreclosure, shall be subject to the requirement of becoming a member of the Club and complying with this Section 4. If the Master Association or a Sub-Association acquires title to a residential Lot or a Residential Unit as a result of foreclosing a lien or deed in lieu of foreclosure, the Master Association or the Sub-Association shall not be subject to the requirement of becoming a member of the Club; provided, however, the purchaser of a residential Lot or Residential Unit from the Master Association or the Sub-Association shall be subject to the requirement of becoming a member of the Club and complying with this Section 4. If the Club ~~or Declarant~~ acquires title to a residential Lot or Residential Unit, the Club ~~or Declarant~~ shall not be subject to the requirement of becoming a member of the Club; provided, however, the purchaser of a residential Lot or Residential Unit from the Club ~~or the Declarant~~ shall be subject to the requirement of becoming a member of the Club and complying with this Section 4. A purchaser who acquires title to a residential Lot or Residential Unit at a duly advertised public sale conducted by the clerk of the court, sheriff, or county tax collector, with open bidding provided by law (e.g. executed sale, foreclosure sale, judicial sale, or tax sale), shall be subject to the requirement of becoming a member of the Club, and complying with this Section 4.

C. Criteria. The criteria for Country Club membership for persons under contract to purchase a residential Lot in Ibis shall be ministerial only: i.e., limited to: (i.) providing requisite information as may be reasonably required for Country Club records; (ii) filling out a standard application; and (iii) payment of the necessary sums as may be required by the Country Club from time to time, for the Class of Membership available and selected.

D. No Assessment. For purposes of clarification, and with the express intention of making no modification to the existing assessment provisions of this Declaration, the following is provided; notwithstanding any term in this Declaration which may be to the contrary, the financial obligations of Country Club membership and other obligations of a Lot Owner to the Country Club as provided for in Article XI, Section 4 of this Declaration shall not be a General or Special Assessment Expense of any Lot under this Declaration or Residential Unit under this Declaration, the declaration of any Sub-Association or a Common Expense of any condominium in the community.

5. Certification by President and Secretary. The President and Secretary of the Master Association hereby certify that ~~this~~ the Thirty-Fourth Amendment to Declaration of Covenants, Restrictions and Easements For Ibis Golf & Country Club has been approved by at least two-thirds (2/3) of the Voting Representatives of the Master Association that voted in person or by proxy at a meeting of the Master Association called for such purpose in compliance with Article ~~XVII~~ XV, Section 6 of the Declaration.

~~ARTICLE XII~~
~~DECLARANT CONTROL OF MASTER ASSOCIATION~~

~~Section 1. Declarant Control. Notwithstanding anything contained elsewhere in this Declaration to the contrary, Declarant shall have the right to retain control of appointment of all members of the Board of Directors of the Master Association until the earlier of December 31, 2010 or when neither Declarant nor any of its designees owns any Lot, Unit or other real property within the Community or until such earlier date as is determined by the Declarant, in the Declarant's sole discretion. At such time of turnover of control of the Master Association, the Master Association shall record a notice of transfer of control in the Public Records of the County. For so long as Declarant retains control of the Master Association, Declarant shall have, in addition to such other rights it may have under this Declaration, the Articles, Bylaws and as otherwise provided by law, the following rights with respect to the Master Association:~~

~~A. The right to appoint all members of the Board of Directors of the Master Association and fill all vacancies on the Board;~~

~~B. The right to appoint all members of the Architectural Review Board and to fill all vacancies on such ARB;~~

~~C. The right to approve the appointment of all Officers of the Master Association and to amend the Bylaws of the Association.~~

~~Section 2. Transfer of Control. At the first Annual Meeting following turnover of control of the Master Association by the Declarant, Members other than the Declarant, shall elect one-third (1/3) of the members of the Board of Directors of the Master Association in the manner set forth in Article IV, Section 2 of the Bylaws.~~

~~Section 3. Declarant Responsibility After Transfer of Control. All Owners, their assigns, guests, tenants and invitees do hereby acknowledge and agree that upon Declarant's transfer of control of the Master Association in accordance with this Article, Declarant shall no longer have any responsibility, obligation, or liability of any kind whatsoever with respect to the Property, Community, the Association or the maintenance and administration thereof, or any other matter relating directly or indirectly thereto, it being intended that upon transfer of control in accordance with this Article, Declarant shall be relieved of all obligations, responsibilities and liabilities, including, but not limited to those existing under this Declaration, the Articles and Bylaws, as they may be amended from time to time. Notwithstanding the foregoing and anything else contained in this Declaration, after transfer of control, Declarant shall continue to retain those rights, reservations and easements existing in favor of Declarant as described in this Declaration, the Articles and Bylaws and in any other document or instrument granting, reserving or describing such Declarant rights, reservations and interests, unless and until Declarant no longer owns any Lots within the Property or has expressly terminated such rights, reservations or easements by written instrument executed by Declarant.~~

~~Section 4. Board Actions. Each Owner hereby acknowledges and agrees that any action taken by the Board of Directors of the Master Association is an action by said Board and not of the Declarant, its employees, Officers, Directors, affiliates designees or assigns, and that the Declarant shall not be responsible for any actions taken by the Board of Directors of the~~

~~Master Association, including, but not limited to, those actions of the Board, both prior and subsequent to transfer of control pursuant to this Article.~~

~~ARTICLE XIII XII~~
~~TRANSFERS OF LOTS OR UNITS~~

~~The Master Association shall have the authority to approve of all transfers of title to any Residential Lot or Unit. However, such approval or disapproval shall be limited solely to the determination, by the Master Association, that such transfer of title has obtained a Certificate of Compliance in accordance with the requirements of Article VII, Section 33 of this Declaration.~~

~~Section 1. — Transfers Subject to Right of First Refusal. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, no Owner, other than Declarant, to whom this Article does not apply, may transfer title or beneficial ownership of his Lot or Unit, or any interest therein, by sale, lease or any other means whatsoever, without the prior written approval of the Master Association as provided hereinafter.~~

~~Section 2. — Notice to the Master Association. Any Owner intending to make a bona fide sale, transfer or lease of his Lot or Unit, as the case may be, or any interest therein, (except a mortgage) shall give the Master Association notice of such intention by filing with the Master Association a written Resale Notice or Notice of Lease, as applicable, on the form prescribed by the Master Association. Such Notice shall include the name and address of the intended Purchaser or Lessee, the proposed purchase price or rent, the terms of the transaction, and such other information concerning the intended Purchaser or Lessee as the Master Association may reasonably require, together with an executed copy of the proposed Contract, Lease or other transfer instrument.~~

~~A reasonable administrative fee, as determined by the Master Association, may be charged by the Master Association to the Owner, for the purpose of defraying the cost associated with processing of the application for approval, reflecting the proposed transfer in the books and records of the Master Association and other matters associated with any Board approved transfer.~~

~~If the required Notice of the Master Association shall not be given, then at any time after receiving the knowledge of the transfer of ownership or possession of the Lot or Unit, the Master Association may, without notice, approve or disapprove of the transaction.~~

~~Section 3. — Certificate of Approval. In the case of a sale, if the proposed transfer is approved by the Master Association, such approval shall be evidenced by a Certificate of Approval, executed by the President, Vice President, Secretary or Executive Director of the Master Association, which Certificate shall be recorded in the Public Records of the County, at the expense of the Seller of the Lot or Unit.~~

~~Section 4. — Right of First Refusal. The Master Association shall have the Right of First Refusal to purchase or lease, as the case may be, any property proposed to be transferred by~~

an Owner, by sale or lease in accordance with the following procedure:

~~A. — Sale. If the proposed transfer is a sale, the Master Association shall have fifteen (15) days from the date of receipt of the Resale Notice within which to exercise its Right of First Refusal to purchase. The price to be paid to Owner shall be the bona fide price stated in the Contract to Sell, and a judgment of specific performance of the sale may be entered in a Court of competent jurisdiction. If a question arises as to whether or not the sale price is bona fide, the question shall be resolved by having the price determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the Arbitrators shall be two (2) MAI appraisers, appointed by the American Arbitration Association, who shall base their determination upon the average of their appraisals of the Lot or Unit. The sale and purchase shall be closed within sixty (60) days after receipt of the Sales Contract, or within thirty (30) days after the determination of the sale price by Arbitration, whichever date is later.~~

~~— B. — Lease. If the proposed transfer is a lease, the Master Association shall have fifteen (15) days from the date of receipt of the Notice of Lease within which to exercise its right of first refusal to lease. The rent to be paid by the Master Association shall be the same as set forth in the proposed lease; provided, however, that in the event a question arises as to whether or not the rental is bona fide, the question shall be resolved through arbitration, as set forth above. The Association's independent right to approve and disapprove of leases, if it so chooses to exert this authority, shall not relate in any way the Association's right to exercise its right of first refusal. This provision, along with the provisions of the Declaration addressing the Association's right to approve or disapprove of leases, shall be deemed separate and unrelated.~~

~~— Section 5. — Implied Approval. In the event that the Master Association fails to exercise its right of first refusal within fifteen (15) days from the date of receipt of the Resale Notice or Lease Notice, as applicable, then such transaction shall be deemed to have the approval of the Master Association. Notwithstanding the foregoing provision, all approvals must be indicated as a result of owning a by a Certificate of Approval as hereinbefore provided.~~

~~Section 6. — Exceptions. The foregoing provisions pertaining to the transfer of Property shall not apply to the following:~~

~~A. — A transfer to, or purchase by an Institutional Mortgagee, which acquires title as a result of owning a mortgage upon a Lot or Unit, and this shall be so whether title is acquired by Deed or other conveyance from the Mortgagor, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale.~~

~~— B. — A transfer from a Trustee to a Successor Trustee.~~

~~— C. — A transfer by devise or inheritance.~~

~~— D. — A transfer by operation of law.~~

~~E. The sale, lease or sub-lease of any Lot or Unit or other property to the Master Association Declarant, or the sale, lease, sub-lease or other transfer of any Lot, Unit or other property by the Master Association Declarant.~~

~~F. A transfer of a Commercial Lot or Commercial Unit or any portion of Ibis Club Facilities.~~

~~Section 7. Payment By the Master Association. All funds expended by the Master Association for the repurchase or lease of a Lot or Unit pursuant to this Article, shall be paid from funds collected by the Master Association from assessments against the Owners. All proceeds from the purchased property shall be returned to the general reserves of the Master Association.~~

~~Section 8. Unauthorized Transaction. Any sale, lease, ownership or other transfer not authorized pursuant to the terms of this Article, shall be void unless subsequently approved by the Master Association.~~

ARTICLE ~~XIV~~ XIII INSURANCE AND CONDEMNATION

Section 1. Insurance Coverages. The Master Association shall purchase and maintain a policy of comprehensive general public liability insurance naming the Master Association and Declarant as insureds. Coverage shall be in an amount to be determined from time to time by the Board of Directors, in its sole discretion but, in no event be less than \$2,000,000.00 for a combined single limit coverage. Coverage shall include liability of the Master Association and Declarant for bodily injury, death and property damage. Any such policy will provide that it cannot be canceled or substantially modified without at least thirty (30) days prior written notice to the Master Association and Declarant. Each Owner is responsible for purchasing and maintaining a policy of comprehensive general public liability insurance providing coverage for his Lot or Unit.

Section 2. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Owners, the Declarant and the officers, directors, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received as compensation for such loss.

Section 3. Other Insurance Coverages. The Association shall maintain such other insurance coverages, including, but not limited to, a policy of insurance or fidelity bond naming the Association as the insured or as obligee to protect the Master Association against the wrongful acts or omissions of any officer, director, trustee, agent or employee of the Association and all of the persons who handle or are responsible for the handling of funds of, or funds administered by the Master Association in such amounts and upon such terms as the Board of Directors deems necessary. The Master Association may also obtain Workmens Compensation Insurance and other liability insurance as it deems desirable insuring each Owner and the Master Association and Board from liability in connection with the Common Areas. The premiums for all insurance coverages obtained by the Master Association shall be and are hereby declared General Expenses and included in the Annual Assessments and Special

Assessments made against owners.

Section 4. Director and Officers Liability Coverage. The Master Association through its Board of Directors shall use reasonable efforts to obtain Directors and Officers liability insurance in such amounts of coverage as the Board of Directors determines, in its sole discretion, insuring each Director and Officer of the Master Association from any acts or omissions, which may occur in the performance of his duties as a Director or Officer of the Master Association. The cost of such Directors and Officers liability insurance shall be a General Expense of the Master Association.

~~Section 5. — Sub Association Insurance Coverages. Each Sub Association within the Property shall obtain comprehensive general public liability coverage in an amount not less than \$2,000,000.00 for combined single limit coverage, as well as such other coverages as the board of directors of the Sub Association deems necessary and appropriate. Each Sub Association shall provide for the Master Association, at least annually, Certificates of Insurance indicating the types and amounts of insurance coverages then in existence relative to that respective Sub Association.~~

~~Section 6. — Declarant Named As Insured. Whenever the Association is required to purchase and maintain a policy of insurance or bond which shall, according to the terms of this Article XIV, name Declarant as an insured, such obligation to name the Declarant as an insured shall cease upon Declarant's conveyance of title to the last Lot or Unit in the Community owned by Declarant.~~

Section 75. Condemnation. In the event all or any part of the Common Areas are the subject of a taking by a governmental or quasi-governmental authority having the power of condemnation or eminent domain, the award for such taking shall be subject to the approval of the Board of Directors of the Master Association and such award shall be made payable to the Master Association as Trustee for all Owners to be disbursed in the following manner:

(i) In the event the taking involves a portion of the Common Areas on which Improvements have been constructed, then the Master Association shall restore or replace such Improvements taken on the remaining land included in the Common Areas to the extent lands are available therefor. Such Improvements shall be in accordance with plans and specifications approved by the Board of Directors of the Master Association. In the event a determination is made by the Board of Directors of the Master Association that such Improvements being taken shall not be replaced or restored elsewhere on the remaining Common Areas, such determination shall be subject to the approval of two-thirds (2/3) of the Voting Representatives;

(ii) If the taking does not involve any Improvements on the Common Areas or if a determination has been made not to repair or restore Improvements on land being taken, or in the event there is a balance existing after the payment of costs of restoration or replacement is completed, then such net award or net funds shall be disbursed to the Master Association to be used for such purposes as the Board of Directors of the Master Association shall determine;

~~(iii) — Until such time as the Declarant transfers control of the Master Association pursuant to Article XII of this Declaration, all awards for the taking of Common Areas or any portion thereof and agreements and settlements related thereto shall be subject to the approval of the Declarant, which approval shall be in Declarant's sole discretion.~~

ARTICLE ~~XV~~XIV
GOLF LOTS DISCLOSURE AND EASEMENTS

Section 1. Disclosure. Each Owner acknowledges that owning property or using amenities or rights of way adjacent or in close proximity to a golf course involves certain risks which may have an effect on the owner's enjoyment or use of his Lot or Unit, the common Areas, rights of way or other land within the Property or community, owner acknowledges that such risks may include (as example and not as a limitation on the generality of such risks), golf balls being hit into Owner's Lot or Unit, the Common Areas, rights of way, or other land within the Property or Community, with the potential of causing bodily injury or physical damage to property, and golfers coming on to Owner's Lot or Unit to look for errant golf balls. Owner hereby expressly assumes such risk and agrees that neither the Master Association Declarant nor any other individual or entity, designing, developing, constructing, owning or managing any golf course in the Community shall be liable to Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Unit or the Common Areas, rights of way, or other land within the Property or Community to such golf course, including, without limitation, any claim arising in whole or in part from the negligence of the Master Association Declarant or such other individual or entity, designing, developing, constructing, owning or managing such golf course or related facilities and amenities. Owner hereby agrees to indemnify and hold harmless the Master Association Declarant or any other individual or entity designing, developing, constructing, owning or managing such golf course against any and all claims by owner, Owner's family, agents, licensees, occupants, invitees, family members, guests lessees, guests, invitees or licensees and tenants with respect to the above. Nothing in this paragraph shall restrict or limit the power of the Master Association Declarant or the Club Owner to change the design of any golf course within the Community, and such changes, if any, shall not nullify, restrict or impair Owner's covenants and duties contained herein.

Section 2. Easement for Golf Balls. Every Lot is burdened with an easement permitting golf balls unintentionally to come upon the Lot and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Lot to retrieve errant golf balls; provided, however, if any Lot is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls; however, the Master Association ~~and the Declarant~~ shall not, under any circumstances, be held liable for damages resulting from errant golf balls.

Section 3. Club and Master Association Activities. Each Owner acknowledges that there shall be ongoing activities by the Club and the Master Association, respectively. Such activities may including, without limitation, maintenance activities, golf tournaments and special events undertaken by the Club and the Master Association, respectively. Such activities may at times result in certain levels of noise, annoyance or inconvenience to Owners and other residents within the Property. Notwithstanding the existence of such noise, inconvenience or annoyance, each Owner acknowledges the need for such maintenance activities in order to maintain the Ibis Club Facilities and Common Areas, respectively, and to carry on the functions of the respective entities. Each Owner further acknowledges that activities such as golf tournaments and special events are customary activities incident to the operation of the Club and

Master Association, respectively. Each Owner, by acquiring title to a Lot or Unit within the Property does hereby release and hold harmless Declarant, the Club, the Master Association and their respective Officers, Directors, employees and contractors relative to all activities that may be conducted by the Club or Master Association, respectively, on or related to the Property. Each Owner hereby acknowledges that the activities of the Club and the Master Association, respectively, shall not constitute a nuisance and shall be specifically exempted from Article VII, Section 4 of this Declaration.

ARTICLE ~~XVI~~ XV
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the Master Association, any Sub-Association, the Owner of any land subject to this Declaration and the ARB, and their respective legal representatives, heirs, successors and assigns, for a term of ninety nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%), and the mortgagees of one-hundred percent (100%), of the Lots and Units agreeing to revoke said covenants has been recorded, ~~and Declarant has given its prior written consent thereto.~~ No such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such agreement and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Assignment. Any of the rights, powers, obligations and easements and estates reserved by, or granted ~~to the Declarant or~~ the Master Association may be assigned in whole or in part by ~~Declarant or~~ the Master Association, as the case may be. Any such assignment shall be in writing and recorded in the Public Records of the County. After such assignment, the assignee shall have the same rights and powers and be subject to the same obligations and duties as were ~~the Declarant or~~ the Master Association prior to the assignment, and the ~~Declarant and~~ Master Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

Section 3. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered, ~~or~~ by electronic communication or mailed, postpaid, to the last known address of the person who appears as the Voting Representative for that Lot or Unit on the records of the Master Association at the time of such mailing. It shall be the duty of each Sub-Association to keep the Master Association advised of the names and addresses of the Sub-Association's members and any changes thereto. Notwithstanding anything to the contrary in the foregoing, it shall be the duty of each Owner to notify the Master Association of the Voting Representative for such Owner's Lot or Unit.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by means of a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure of the Master Association, the Declarant, the ARB, any Sub-Association or 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 addition, the Association shall have the authority to levy fines and Common Area use suspensions for violations of

this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association, in accordance with the provisions of this Declaration, the Bylaws and Articles of Incorporation, as well as in accordance with Section 720.305, Fla. Stat., as same may be amended from time to time. Further, the Board of Directors of the Association shall have the authority to delegate to management or to Ibis Public Safety the authority to enforce these covenants and restrictions, including all duly adopted rules and regulations of the Association.

Section 5. Severability. Invalidation or unenforceability of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 6. Amendment Procedure.

Notwithstanding anything to the contrary contained in this Section 6, amendments to Article VII "Use Restrictions" shall be approved by the Board and no such membership vote shall be required. The manner in which to amend the Use Restrictions shall be as set out in Article VII.

A. Resolution. A resolution adopting a proposed Amendment to this Declaration may be proposed by either the Board of Directors of the Master Association acting upon a vote of the majority of the Directors, or by a majority of the Voting Representatives of the Master Association, whether meeting as Members or by instrument in writing signed by them..

B. Notice. Upon any amendment or amendments to the Declaration being proposed by the Board of Directors or Voting Representatives, such proposed amendment or amendments shall be transmitted to the President of the Master Association or other Officer of the Master Association in the absence of the President, who, shall thereupon call a meeting of the Members of the Master-Association and it shall be the duty of the Secretary to give each Voting Representative written or printed notice of such special meeting, stating the time and place thereof and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed in not less than seven (7) days before the date set for such special meeting. Such notice shall also be posted in a conspicuous place on the Common Areas not less than seven (7) days prior to the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Voting Representative at his post office address as it appears on the records of the Master Association, the postage thereon being prepaid. Any Voting Representative may, by written waiver of such notice signed by such Voting Representative, waive such notice, and such waiver, when filed in the records of the Master Association, whether before or after the holding of the meeting shall be deemed equivalent to the giving of such notice to such Voting Representative.

C. Approval, Certification and Recordation. At such meeting, the amendment or amendments proposed may be approved by an affirmative vote of two-thirds (2/3) of the Voting Representatives present and voting, in person or by proxy, for such amendment or amendments to become effective. In addition, such Voting Representatives may vote by written consent in lieu of a meeting pursuant to the procedures set forth in Section 617.0701, Fla. Stat. and the Bylaws. Thereupon, such amendment or amendments to the Declaration shall be transcribed and

certified by the President and Secretary of the Master Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of the County within thirty (30) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration. Thereafter, a copy of said amendment or amendments in the form of which the same were placed of record by the Officers of the Master Association shall be delivered or mailed to all Voting Representatives, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments.

~~D. — Declarant Amendments. In addition to the manner provided hereinabove for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time (including, without limitation in order to meet any requirements, standards or guidelines of FNMA, FMHLC or FHA as to all or any portion of the Property) upon the execution and recordation of an instrument executed by the Declarant alone for so long as it holds title to any Lot or Unit affected by this Declaration and further provided that so long as the Declarant is the Owner of any Lot or Unit affected by this Declaration, the Declarant's consent must be obtained if such amendment, in the sole judgment of the Declarant, affects its interest.~~

~~— Notwithstanding anything to the contrary hereinabove set forth, the Declarant alone may execute and record an amendment to this Declaration to correct scrivener's errors, and no amendment of this Declaration shall abridge, modify, eliminate, prejudice, limit, amend or alter the rights of the Declarant as set forth in the Declaration without the prior written consent of the Declarant which may be withheld in the sole discretion of the Declarant.~~

D. Scrivener's Error Amendments. The Master Association, through a vote of the Board of Directors alone, shall have the authority to amend this Declaration to correct any scrivener's error as determined by the Master Association Board of Directors in its sole discretion.

E. South Florida Water Management District. Any amendment to this Declaration which materially adversely affects the surface water management system and the preserve area in the Property shall require the written consent of the South Florida Water Management District, which consent shall not be unreasonably withheld or delayed.

Section 7. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Master Association and the Articles shall take precedence over the Bylaws.

Section 8. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 9. Captions. The captions used in this Declaration and exhibits attached hereto, amendments thereof and supplements thereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any

exhibits hereto or amendments thereof and supplements thereto.

Section 10. Standards for Consent, Approval, Completion and Other Action. Whenever this Declaration shall require the consent, substantial completion, or other action by the Declarant, the Master Association or the Architectural ~~and Development~~ Review Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the ~~Declarant, the~~ Master Association or the ~~ARE ARB~~ shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the ~~Declarant, the~~ Master Association or ~~AREARB~~, as appropriate.

~~For so long as Declarant owns one Lot or other real property in the Property or the Community, no Declaration of any Sub Association or association other than the Master Association may be recorded in the Public Records of Palm Beach County, Florida without the written consent and joinder of the Declarant hereunder.~~

Section 11. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in having the capacity to take and hold such easement, then any such grant or easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Master Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally to have been granted the benefit of such easement and the Owners hereby designate the ~~Declarant and the~~ Master Association ~~(or either of them)~~ as their lawful attorney-in-fact to execute any instrument on such Owners behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 12. Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats of portions of the Property which are recorded or to be recorded in the Public Records of the County.

Section 13. Notices and Disclaimers as to Community Systems. ~~Declarant, the~~ The Master Association, any Sub-Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator") may, but are not obligated to, enter into contracts for the provision of alarm or monitoring services through any Community Systems. ~~DECLARANT,~~ THE MASTER ASSOCIATION, ALL SUB-ASSOCIATIONS AND THEIR FRANCHISEES, AND ANY OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH COMMUNITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNATED TO MONITOR SAME; AND EVERY OWNER

OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT **DECLARANT**, THE MASTER ASSOCIATION, THE APPLICABLE SUB-ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE **DECLARANT MASTER ASSOCIATION**, OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of an alarm or monitoring service provider to perform any of its obligations with respect to such services and, therefore, every Owner or occupant of property receiving security services through the Community Systems agrees that **Declarant**, the Master Association, all Sub-Associations or any successor, assign or franchisee thereof and any Operator assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including without limitation, failure in transmission of an alarm, interruption of other service or failure to respond to an alarm because of (a) any failure of the Owner's system; (b) any defective or damaged equipment, device, line or circuit; (c) negligence, active or otherwise, of the service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the service provider.

Every Owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of **Declarant**, the Master Association, all Sub-Associations, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of **Declarant**, the Master Association, any Sub-Association or any franchisee, successor or assign of any of same or any Operator. Further, in no event will Declarant, the Master Association, any Sub-Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

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

Section 14. Notices and Disclaimers As To Security. The Master Association may, but shall in no manner be obligated to maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. NEITHER THE MASTER ASSOCIATION, **DECLARANT**, ITS AFFILIATES OR SUCCESSORS SHALL IN ANY

MANNER BE DEEMED TO BE INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, NEITHER THE MASTER ASSOCIATION, ~~THE DECLARANT~~, ITS AFFILIATES OR SUCCESSORS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE THE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

All Owners and occupants of an Lot, Unit and their respective guests, tenants and invitees, as applicable, acknowledge that the Master Association and its Board of Directors, Officers, Declarant, its affiliates, designees and successors and the ARB in no manner represent or warrant that any controlled-access gate, fire protection system, alarm system or other security system designated by or installed according to guidelines established by the Master Association ~~Declarant~~ or the ARB may not be compromised or circumvented, that any fire protection system, burglar alarm, controlled access gate or other security systems will prevent loss by fire, smoke, robbery, burglary, theft, hold-up, or otherwise, nor that fire protection systems, burglar alarms, controlled access gates or other security systems will in all cases provide the detection or protection for which the system is designed or intended.

Each Owner and occupant of any Lot or Unit, and their respective guests, tenants and invitees, as applicable, acknowledges and understands that the Master Association, its Board of Directors and Officers, ~~Declarant~~, its affiliates, successors and designees are not insurers and that each Owner and occupant and their respective guests, tenants and invitees assumes all risks for loss or damage to persons, to Units, Lots and Improvements thereon and to the contents of Units, and further acknowledges that the Master Association, its Board of Directors, Officers, ~~Declarant~~, its affiliates, designees and successors, have made no representations or warranties, nor has any Owner or occupant, or their respective guests, tenants or invitees, relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system, burglar alarm, controlled access gate, or other security systems recommended or installed for any security measures undertaken within the Property.

Section 15. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES

AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 16. Limitation on Master Association. Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Master Association as same pertains to any condominium located or which may be within the Property which would cause the Master Association to be subject to Chapter 718, Florida Statutes, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined to subject the Master Association to said Chapter 718. It is the intent of this provision that the Master Association not be deemed to be a condominium association, nor the Common Areas be deemed to be common elements of any such condominium, within the meaning of applicable laws or administrative rules for any purpose.

Section 17. Notices and Disclaimers As To Water Bodies. NEITHER ~~DECLARANT,~~ THE MASTER ASSOCIATION, ANY SUB-ASSOCIATION(S) NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Section 18. Certain Reserved Rights of ~~Declarant~~ Master Association With Respect To Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, ~~Declarant~~ Master Association hereby:

A. Reserves and retains the title to any Community Systems and a perpetual, irrevocable, nonexclusive easement for the placement, location and maintenance thereof within all Lots; and all Units constructed thereon. The exercise of the easement shall not unreasonably interfere with the construction or use of any Unit;

B. To the extent not inconsistent with the Bulk Rate Service Agreement, defined below, reserves and retains the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as the Master Association Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV services in the County and City, for which the Master Association Declarant shall have the right to charge users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Code of Laws and Ordinances of the City and County). ~~Declarant has caused the Association to enter into a Bulk Rate Service Agreement dated May 16, 1991, with Palm Beach Group Cable Joint Venture, doing business as Adelpia Cable Communications, or their successors, for the provision of cable services to all Units within the Property (the "Bulk Rate Service Agreement"). A copy of the Memorandum of Bulk Rate Service Agreement, dated May 16, 1991 and recorded in Official Records Book 6828, page 49, for Palm Beach County, Florida is attached hereto as Exhibit "A" of this Amendment; and~~

C. Reserves and retains the right to offer from time to time alarm and monitoring services through the Community Systems. The Association has the right to enter into a Master Security System Agreement for security monitoring and that (the costs and expenses regarding same shall be part of the general expenses of the Master Association, regardless of whether or not every individual unit or home is connected ~~to~~ to such system. The expenses of the Master Association related to any such Master Security System are within the valid purposes of assessment which can be levied and collected by the Master Association. The Master Association may provide a method of billing for expenses related to all or any portion of the Community Systems, including, but not limited to, expenses relating to security monitoring services.

Section 19. Use of Property Name. All parties owning or otherwise making any use of any portion of the Property shall be deemed by virtue of accepting such ownership or making such use, to have covenanted and agreed that (i) "Ibis Golf and Country Club" is, or will become, a registered trademark or trade name of the Ibis Golf and Country Club, Inc. Declarant, (ii) except as provided below, no usage of that mark or name or any variation thereof will be made in naming or referring to any business or activity within or outside of the Property or in describing or referring to the location of any business or enterprise conducted within or outside of the Property and (iii) generally, no usage of that mark or name will be made whatsoever without the express prior written approval of the Ibis Golf and Country Club, Inc., except that the Master Association shall have the authority to use such name in conjunction with its Governing Documents. Declarant.

Section 20. Delivery of Documents to Subsequent Owners. Owners shall be obligated to deliver the documents originally received from the Master Association Declarant, containing this and other declarations and documents, to any grantee or lessee of such Owners.

~~Section 21. Joinder by IBIS PROPERTY OWNERS ASSOCIATION, INC. This Declaration is being executed by Ibis Property Owners Association, Inc. to acknowledge its joinder in this Declaration for the purpose of agreeing to perform its obligations as contained herein.~~

~~Section 22. Joinder by MICHIGAN NATIONAL BANK. This Declaration is being~~

~~executed by MICHIGAN NATIONAL BANK, the owner and holder of a certain mortgage given by Ibis Landing Venture, Ltd., a Florida limited partnership, dated January 20, 1989, recorded January 23, 1989 in Official Record Book 5943, Page 1693, and modified by Mortgage Modification Agreement, dated January 20, 1989, recorded March 13, 1989 in Official Record Book 5995, Page 917[†], both in the Public Records of Palm Beach County, Florida, encumbering the property submitted to this Declaration, for the purpose of joining in and consenting to this Declaration.~~

Section 2321. Governing Law. The terms, covenants and conditions of this Declaration shall be construed, governed by and enforced in accordance with the laws of the State of Florida.

Section 2422. Gender and Plurality. Whenever the context so requires, the use of the masculine gender, the use of the singular to include the plural, and the use of the plural to include the singular.

Section 2523. Owner Acceptance and Ratification. By acquisition of title to real property subject to this Declaration, each Owner thereby irrevocably ratifies, approves and affirms all provisions of the Declaration and actions of the Board with respect to the method of determination and collection of assessments and assessment rates for the year during which such Owner acquired title to his respective Lot, Unit, or other real property, regardless of whether the Owner's property consists of Residential Lots or Units, Commercial Lots or Units or the Ibis Club Facilities.

Section 2624. Limitations of Actions. Any Owner, the Association, or any committee or group of Owners objecting to or in any manner contesting any assessment, including, but not limited to, an Annual Assessment, Special Assessment or Individual Assessment, for any reason whatsoever, including, but not limited to, the amount, method of apportionment or collection, must assert such objection or contest, in writing, within twelve (12) months following the Board's levying the assessment which is the subject of the objection.

~~Section 2725. Litigation Approval. Before commencing litigation against any party in the name of the Association in amounts in controversy in excess of \$100,000.00, the Association must obtain the affirmative approval of a majority of the voting interests present and voting, in person and by proxy, at a meeting of the membership at which a quorum has been attained. No judicial or administrative proceeding shall be commenced or prosecuted by the Master Association unless approved by a vote of eighty percent (80%) of the Voting Representatives of Members of the Master Association. This section shall not apply, however, to:~~

A. Actions brought by the Master Association to foreclose liens or otherwise collect assessments.

B. Actions brought by the Master Association to enforce the provisions of this Declaration, Articles, Bylaws or Rules and Regulations of the Master Association against any Owner, his guests, tenants, invitees or family members, provided that, in no manner shall this exception apply to actions brought by the Master Association against the Declarant, its affiliates,

~~[†]and that certain Mortgage and Security Agreement dated July 25, 1989 recorded July 27, 1989 in Official Records Book 6143, Page 1984, Public Records of Palm Beach County, Florida.~~

designees or any Officer, Director, employee, contractor or agent of the Master Association or Declarant, which actions shall require the eighty percent (80%) of the Voting Representative approval provided in this Section.

C. Counterclaims or cross-claims brought by the Association in proceedings instituted against it.

This section shall not be amended unless such amendment is made or approved by Declarant and approved by the same percentage vote necessary to institute proceedings as provided herein.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

MASTER ASSOCIATION

By: _____

12/6/16

EXHIBIT "A"

A. PARCEL A (Including Seminole Lakes and Ibis Landing PUDs):

All of Section 24, LESS the East 320 feet thereof, and that part of the Southeast 1/4 of Section 13, lying South of West Lake Park Road (formerly known as Kelsey City West Road), LESS the East 320 feet of Section 13, lying therein, all in Township 42 South, Range 41 East, Palm Beach County, Florida;

Together with:

All of Section 25, LESS the East 200 feet thereof, and all of Section 36, LESS the East 200 feet and LESS the South 330 feet thereof, all in Township 42 South, Range 41 East, Palm Beach County, Florida.

Less and except the following right-of-way for Alternate State Road 7:

A parcel of land 120.0 feet in width lying in Section 25 and 36, Township 42 South, Range 41 East, Palm Beach County, Florida, and lying westerly of the following described line:

Beginning at the intersection of the North line of said Section 25 with the West right-of-way line of State Road 7 (a 200 foot right-of-way); thence S 01°44'12" W along said west right-of-way line, a distance of 5408.85 feet; thence continue along said West right-of-way line S 01°53'18" W, a distance of 2570.19 feet to the point of curvature of a curve concave to the West having a radius of 2242.00 feet; thence Southwesterly along the arc of said curve through a central angle of 25°10'35", a distance of 985.15 feet to the point of tangency; thence S 27°03'53" W, a distance of 1161.78 feet to a point on the north right-of-way line of M-Canal and the Point of Termination of the herein described line.

Also less and except the following additional right-of-way for West Lake Park Road (Northlake Boulevard):

The North 20.00 feet of the South 596.00 feet of the Southeast 1/4 of Section 12, Township 42 South, Range 41 East, Palm Beach County, Florida; less however, the East 200 feet thereof.

Containing 1842.3672 ± acres.

B. PARCEL B

All that part of the West one quarter (1/4) of Section 13, Township 42 South, Range 41 East, Palm Beach County, Florida, lying Southerly of the right-of-way for West Lake Park Road (a 100 foot right-of-way); excepting the West 40 feet thereof for Palm Beach County road right-of-way, as per Official Record Book 1241, Page 200.

Subject to Easements, Restrictions, Reservations and rights-of-way of record.

Containing 17.48 ± acres, more or less.

C. PARCEL C

That part of the Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) of Section 13, Township 42 South, Range 41 East, Palm Beach County, Florida, lying Southerly of the centerline of Lake Park West Road as shown on drawing number 3-65-043, on file in the Palm Beach County Engineer's Office. Being more particularly described as follows:

The South 687.82 feet of the Southeast quarter (S.E. 1/4) of the Southwest quarter (S.W. 1/4) of said Section 13. Less the North 100.0 feet for the right-of-way of Lake Park West Road, as recorded in Official Record Book 1282, Pages 181-182, of the Public Records of Palm Beach County, Florida.

Subject to an 80.0 foot road easement as recorded in Deed Book 974, Pages 319, 320 and 321 (sketch of easement shown on page 321 of said O.R.B.);

Also subject to reservations contained in instrument recorded in Deed Book 1101, Page 419, conveyed to Louis B. Bills by Deed recorded in Official Record Book 2647, Page 12; conformed in official Record Book 2673, page 1602 and Notice of Interest recorded in Official Record Book 2679, Page 1789, of the Public Records of Palm Beach County, Florida.

Subject to easements, restrictions and reservations of Record.

Containing 17.94 ± acres or 781,519.08 ± square feet.

EXHIBIT "B"

Ibis Golf and Country Club Plat No. 1 according to the Plat thereof recorded in Plat Book 66 ,
Pages 58-68, Public Records of Palm Beach County Florida,