

Silver Shores

Master Association, Inc.



DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS



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SILVERSHORES

**Declaration of Covenants,
Restrictions and Easements
For Silver Shores**

SILVER SHORES

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**DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SILVER SHORES**

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**DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR SILVER SHORES.**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SILVER SHORES ("Master Declaration") is made this 29th day of September, 1995, by GLSL ASSOCIATES, a joint venture, its successors and assigns ("Declarant"), and joined in by SILVER SHORES MASTER ASSOCIATION, INC., a Florida corporation not for profit ("Master Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit A ("Total Property") attached hereto and made a part hereof; and

WHEREAS, Declarant may in the future elect: (a) to subject additional properties to this Master Declaration; (b) to amend this Master Declaration; and/or (c) to impose additional protective covenants, easements, conditions and restrictions not set forth in this Master Declaration on such additional portions of property; and

WHEREAS, Declarant has the right, as set forth in this Master Declaration, to divide portions of the "Committed Property" into different "Neighborhoods"; and

WHEREAS, subject to the limitations set forth hereinbelow, Declarant may impose additional protective covenants, easements, conditions and restrictions, in conjunction with this Master Declaration as may be necessary and appropriate on each Neighborhood; and

WHEREAS, Declarant desires to create a residential community to be known as "Silver Shores" and to provide for the preservation of property values, amenities and opportunities in Silver Shores (and such additional properties which may be added to the Committed Property and which may hereafter be subject to this Master Declaration) and for the maintenance of the land and improvements thereon, and to this end desires to subject the Committed Property together with such additional portions of properties which may become part of the Committed Property in accordance with the provisions hereof, to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth, each and all of which is and are for the benefit of the Committed Property and each "Owner" thereof; and

WHEREAS, the Master Association has been created to exercise certain functions necessary to implement the general plan of the protective covenants, conditions and restrictions set forth herein and is joining in this Master Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby creates a residential community to be known as "Silver Shores" and declares that such portions of the Total Property, as herein provided, which become Committed Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and

liens and all other provisions of this Master Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

1. EXPLANATION OF TERMINOLOGY

The following words and phrases used in this Master Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. "Area(s) of Common Responsibility" mean the Common Areas, Exclusive Neighborhood Common Area, and any personal property located thereon, together with those areas, if any, which by the terms of this Master Declaration, a Supplemental Declaration, or by contract or agreement with any Neighborhood, the City of Miramar, Florida, a governmental agency, or any other entity become the responsibility of the Master Association. The office of any property manager employed by or contracting with the Master Association, if located on the Committed Property, or any public rights-of-way within or adjacent to the Committed Property, may be part of the Area of Common Responsibility.

1.2. "Articles" mean the Articles of Incorporation of the Master Association, as filed with the Florida Secretary of State, a copy of which is attached hereto and made a part hereof as Exhibit D and any amendments thereto.

1.3. "Assessments" mean the assessments for which all Owners are obligated to the Master Association and include:

(i) "Annual Assessments" which include the assessments levied for the payment of Individual Unit Assessments, if any, Neighborhood Assessments, if any, and assessments which are levied for the payment of Operating Expenses, as more particularly described in Paragraph 6.1 hereof;

(ii) "Special Assessments" which are levied by the Master Association for such purposes as are described in Paragraph 6.2 hereof; and

(iii) "Benefitted Assessment" mean the assessments levied against a Unit or residential parcel, which receives benefits, items, or services not provided to all Units or residential parcels within a Neighborhood or all of the Committed Property as more particularly described in Paragraph 6.1.3 of this Master Declaration; and

(iv) any and all other assessments which are levied by the Master Association in accordance with the provisions of this Master Declaration, a Supplemental Declaration or any other Silver Shores Document.

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1.4. "Benefitted Expenses" mean the actual and estimated expenses of the Master Association that are incurred upon the request of the Owner of a Unit or residential parcel for specific items or services relating to such Unit or residential parcel, as applicable, or that are incurred by the Master Association pursuant to this Master Declaration or the Bylaws for providing specific items or services relating to or benefitting a Unit or residential parcel, if any.

1.5. "Board" means the Board of Directors of the Master Association.

1.6. "Bylaws" mean the Bylaws of the Master Association, a copy of which is attached hereto and made a part hereof as Exhibit E and any amendments thereto.

1.7. "Committed Property" means the portions of the Total Property which are committed to the provisions of this Master Declaration, which are legally described in Exhibit B attached hereto and made a part hereof; and those portions of the Total Property which may hereafter become Committed Property pursuant to the recordation of one or more Supplemental Declarations among the Public Records of the County.

1.8. "Committee" means the Architectural Review Committee governing the Total Property. All construction and improvements to the Committed Property must be approved by the Committee as set forth herein.

1.9. "Common Areas" means that portion of the Committed Property, together with any and all personal property located thereon, which the Master Association now or hereafter owns or otherwise holds or maintains for the common use and enjoyment of the Owners. The Common Areas include, but are not limited to, those areas described in Paragraph 2.2 hereof.

1.10. "County" means Broward County, Florida.

1.11. "Declarant" means GLSL ASSOCIATES, a joint venture, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Unit or residential parcel within Silver Shores, be deemed a successor or assign of Declarant or of the rights of Declarant under the Silver Shores Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.12. "Exclusive Neighborhood Common Area(s)" mean certain portions of the Committed Property which are for the primary use and benefit of one or more, but less than all, Neighborhoods and residential parcels, as more particularly described in Paragraph 2.2.5 of this Master Declaration.

1.13. "Guidelines" means the written development guidelines promulgated by Declarant, or its successors or assigns, for the development of the Property, which are on file with Declarant's, or its successors' or assigns', corporate secretary, and with the Master Association, as the same may be amended by Declarant, or by its successors or assigns, from time to time, which set forth in

much greater specificity and detail design standards and requirements for the construction and maintenance of Units and Area(s) of Common Responsibility, and which shall be referred to by Declarant and the Committee in determining the acceptability of a particular proposed improvement and/or the use of a portion of the Committed Property.

1.14. "Institutional Mortgagee" means and refer to any person, entity or lending institution owning a first mortgage encumbering a Unit or residential parcel on any portion of the Committed Property including, without limitation, any of the following:

(a) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution", including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

(c) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage upon any portion of the Committed Property securing such loans; or

(e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage or are about to acquire a mortgage upon any portion of the Committed Property; or

(f) Declarant or any designee of Declarant, if Declarant or such designee holds a mortgage on any portion of the Committed Property and the transferee of any mortgage encumbering the Committed Property which was originally held by Declarant or such designee; or

(g) Any life insurance company; or

(h) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development. (There is no implication that any of the aforementioned agencies have approved the Silver Shores Documents.)

The term Institutional Mortgagee shall also include any of the foregoing who lend funds to Declarant for the purpose of constructing any improvements on the Total Property although the mortgage securing such loan may be of lesser dignity than the first mortgage.

1.15. "Legal Fees" mean (a) all fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including

all trial and appellate levels and postjudgment proceedings; and (b) court costs through and including all trial and appellate levels and postjudgment proceedings.

1.16. "Master Association" means Silver Shores Master Association, Inc., a Florida corporation not for profit, its successors or assigns, which is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

1.17. "Master Declaration" means this Declaration of Covenants, Restrictions and Easements for Silver Shores to be recorded in the Public Records of the County, as the same may be supplemented, amended and/or restated in its entirety from time to time.

1.18. "Member" means a natural person, a corporation, a partnership, a trustee, or any other legal entity, or the personal representative of a natural person or other legal representative of an entity or natural person entitled to membership in the Master Association, as provided in the Silver Shores Documents.

1.19. "Neighborhood" means any development of Units or residential parcels within the Committed Property which is designated as a Neighborhood by Declarant in this Master Declaration or in a Supplemental Declaration.

1.20. "Neighborhood Assessments" mean assessments levied against the Units or residential parcels in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as more particularly described in Paragraph 6.1.2 of this Master Declaration.

1.21. "Neighborhood Association" means any property owners association, owners association, condominium association, or other mandatory membership entity, their successors and assigns, responsible for administering a Neighborhood.

1.22. "Neighborhood Covenants" means the Neighborhood Declaration, Articles of Incorporation and Bylaws of a Neighborhood Association and other provisions imposed by a recorded instrument executed by Declarant applicable to one or more specific Neighborhoods within the Committed Property, but not to all Neighborhoods. Some Neighborhoods may not be subject to any Neighborhood Covenants.

1.23. "Neighborhood Expenses" mean the actual and estimated expenses incurred by the Master Association for the benefit of Owners of Units and residential parcels within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, all as may be specifically authorized from time to time by the Board and as more particularly set forth herein.

1.24. "Operating Expenses" mean the expenses for which Owners are liable to the Master Association as described in this Master Declaration and any other Silver Shores Documents and include, but are not limited to, the cost and expenses incurred by the Master Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Areas of Common Responsibility or any portion thereof and improvements

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thereon and all costs and expenses incurred by the Master Association in carrying out its powers and duties hereunder or under any other Silver Shores Documents and any other expenses designated to be Operating Expenses by the Board.

1.25. "Owner" means the owner or owners of fee simple title to a Unit or residential parcel within Silver Shores and includes Declarant for so long as it is the owner of fee simple title to such a Unit or residential parcel. An Owner shall not mean nor refer to a holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure proceedings or by deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.26. "Plat(s)" means the FERRIS TRUST PLAT recorded in Plat Book 159, Page 14 in the Public Records of the County, as same may be amended and/or replatted from time to time.

1.27. "Silver Shores" means the name given to the planned community being developed in stages on the Total Property in the County, and as set forth in the Plat(s) and Site Plan. Silver Shores shall contain residential Units and residential parcels. Silver Shores shall initially consist of the land set forth on Exhibit B attached hereto and made a part hereof and may be expanded by the recording of a Supplemental Declaration committing additional land.

1.28. "Silver Shores Documents" mean in the aggregate this Master Declaration, each Supplemental Declaration, the Articles, Bylaws, Guidelines, the declaration governing a Neighborhood ("Neighborhood Declaration"), if any, the Articles of Incorporation and Bylaws of a Neighborhood Association, if any, and all of the instruments and documents referred to therein and executed in connection with a community within Silver Shores.

1.29. "Site Plan" means the site plan for Silver Shores attached as Exhibit C hereto, which depicts the residential property and Common Areas, as same may be amended from time to time.

1.30. "Supplemental Declaration" means a document and the exhibits thereto, which, when recorded in the Public Records of the County with respect to a portion of the Uncommitted Property, shall commit such property to the provisions of this Master Declaration, and shall be the only method of committing such property to the provisions of this Master Declaration. The Supplemental Declaration can also add restrictions not set forth in this Master Declaration or, conversely, provide that certain restrictions of this Master Declaration do not apply to any portion of the Committed Property or may specify additional Exclusive Neighborhood Common Area, or for any other purpose set forth in this Master Declaration. The term shall also refer to the instrument recorded by the Master Association pursuant to Paragraph 2.2.2 of this Master Declaration to subject additional property to this Master Declaration.

1.31. "Total Property" means the real property located in the County, more particularly described on Exhibit A attached hereto and made a part hereof less any portions thereof which are excluded from the Total Property in accordance with Paragraph 2.1.2 hereof.

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1.32. "Turnover Date" means the date on which Declarant relinquishes control of the Master Association, as more particularly described in the Articles.

1.33. "Uncommitted Property" means the portions of the Total Property other than the Committed Property.

1.34. "Unit" means each portion of the Total Property intended for development, use and occupancy as an attached or detached residence for a single family, and shall, include within its meaning (by way of illustration, but not of limitation) any condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses placed thereon. In the case of any structure which contains multiple dwelling units, each dwelling unit shall be deemed to be a separate Unit.

1.35. "Voting Member" means the representative selected by the Members of each Neighborhood to be responsible for casting all votes attributable to Units or residential parcels in the Neighborhood for election of directors, amending this Master Declaration or the Bylaws, and all other matters provided for in this Master Declaration and in the Bylaws. The Voting Member from each Neighborhood shall be the senior elected officer (e.g., "Neighborhood Committee" [as hereinafter defined] chairman or Neighborhood Association president) from that Neighborhood; the alternate Voting Member shall be the next most senior officer.

2. PLAN FOR DEVELOPMENT; LAND USE COVENANTS; CONVEYANCE OF THE COMMON AREAS

2.1. Plan for Development

2.1.1. General Plan of Development. Declarant is the owner of certain real property described on attached Exhibit A, which may become part of Silver Shores, subject to the terms of this Master Declaration. Declarant presently plans to develop all or a portion of Silver Shores as a multi-staged, planned community comprising residential Units and residential parcels. Declarant intends that certain Units or residential parcels constructed on the Committed Property be grouped together in Neighborhoods which will generally be administered by the Master Association, but in some instances may be administered by Neighborhood Associations. For example, and by way of illustration and not limitation, each condominium, townhome development, patio home development, and single-family detached housing development may constitute a separate Neighborhood. Neighborhood Associations, if created, shall assess their members for their Neighborhood Expenses and shall also be responsible for collecting their share of Operating Expenses under this Master Declaration, unless the Master Association determines otherwise. When Neighborhoods are administered by the Master Association, the cost of managing a Neighborhood shall be borne by the Owners in such Neighborhood as part of the Neighborhood Expenses. When there is Exclusive Neighborhood Common Area, the Owners of all property in the Neighborhood or Neighborhoods may, but generally will not be members of a Neighborhood Association formed by or with the consent of Declarant to operate and administer such Exclusive Neighborhood Common Area. When there are Exclusive Neighborhood Common Areas with no Neighborhood Association to operate and administer such Exclusive Neighborhood Common Area, the

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Master Association shall operate and administer such Exclusive Neighborhood Common Area and collect any Neighborhood Assessments arising therefrom, in accordance with the provisions of this Master Declaration.

When the context permits or requires, the term Neighborhood shall also refer to the "Neighborhood Committee" (a group of up to five people elected by the Owners in a Neighborhood without a formal association in such Neighborhood and established in accordance with the Bylaws) or Neighborhood Association having jurisdiction over the property within the Neighborhood. It shall not be necessary for any Neighborhood to be governed by an additional owners association except in the case of a condominium or as otherwise required by law.

The Master Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes. This Master Declaration is not a declaration of condominium. No portion of the Committed Property is submitted by this Master Declaration to the condominium form of ownership. Declarant does not intend that any portion of the Committed Property be submitted to the condominium form of ownership except that property legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes, executed by or with the consent of Declarant may thereupon be governed by Chapter 718, Florida Statutes. Further, the expressed intent of this Master Declaration is that neither the substantive rights nor the procedural rights hereunder shall retroactively be affected by legislation which becomes law subsequent to the date of the execution of this Master Declaration.

2.1.2. Committed and Uncommitted Property

2.1.2.1. Committed Property. Committed Property shall mean those portions of the Total Property which are now or hereafter committed for specific land use (as hereinafter described) and which are subject and committed to all covenants, restrictions, terms and conditions of this Master Declaration. The property committed hereby is shown on the Site Plan and is legally described in Exhibit B hereto. A Supplemental Declaration may be recorded for the property legally described on Exhibit B hereto which may add restrictions not set forth in this Master Declaration.

2.1.2.2. Uncommitted Property. Uncommitted Property includes those portions of the Total Property which are reserved for future development by Declarant. As of the date hereof, the land which comprises Silver Shores exclusive of the Committed Property, as shown on the Site Plan, is Uncommitted Property reserved for future development. At such time as Declarant determines to commit a portion of the Uncommitted Property to the plan of development of Silver Shores, Declarant shall file amongst the Public Records of the County, a document entitled Supplemental Declaration which shall describe, among other things, the property which is being committed to the plan of development of Silver Shores. Declarant shall have the unilateral right, privilege and option from time to time until all property described in Exhibit A has been subjected to this Master Declaration to subject to the provisions of this Master Declaration and the jurisdiction of the Master Association any portion of real property, including, but not

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limited to, that described in Exhibit A attached hereto and made a part hereof. The Supplemental Declaration shall be executed solely by Declarant and need not be joined by the Master Association, the Neighborhood Associations, the Owners or any mortgagees. If the Supplemental Declaration recorded by Declarant relates to only a portion of the Uncommitted Property, and if Declarant thereafter determines to commit other portion(s) of the Uncommitted Property to this Master Declaration, Declarant shall file a Supplemental Declaration in the aforespecified form for each such additional portion of the Uncommitted Property to be committed. Upon the recordation of a Supplemental Declaration, to the extent provided in such Supplemental Declaration, the Uncommitted Property described therein shall be committed to the terms and conditions contained in this Master Declaration and shall be Committed Property as fully as though originally designated herein as Committed Property.

2.1.2.3. Addition to Total Property. Declarant hereby reserves the right to add property to the Total Property and the plan of development of Silver Shores by the execution to a document entitled "Supplement," which Supplement shall describe the property being added to the Total Property. This Supplement shall be executed solely by Declarant and does not require the joinder of any other entity. Upon the recordation of a Supplement, the property described therein shall be Total Property as fully as though originally designated herein as Total Property.

After Turnover, the Maintenance Association may annex real property other than that described in Exhibit A, subject to the consent of the owner of such property to the provisions of this Master Declaration and the jurisdiction of the Master Association. Such annexation shall require the affirmative vote of the Voting Members representing a majority of the "Class A" votes present at a duly called meeting and Declarant as long as Declarant owns any portion of the Total Property. The annexation of such property shall be accomplished by recording a Supplemental Declaration (which instrument shall describe the property being annexed, be executed by the President and Secretary of the Master Association and by the owner of the property) in the Public Records of the County.

2.1.2.4. Declarant's Reservations of Rights. Notwithstanding the depiction on the Site Plan or any statement herein contained, Declarant reserves the right not to incorporate all or any part of the Uncommitted Property as part of Silver Shores and/or to make such use of all or any part of the Uncommitted Property as shall be permitted by the applicable zoning regulations of the County. Hence, notwithstanding anything to the contrary herein contained or contained in any of the Silver Shores Documents, only Committed Property shall be subject to the Silver Shores Documents. Additionally, Declarant reserves the right to alter the Site Plan as to the Uncommitted Property as shown thereon without specifically amending this Master Declaration. The manner in which Uncommitted Property shall become part of the Committed Property is described in Paragraph 2.1.2.2. In addition, Declarant reserves the right to add, but in no way shall be obligated to add, additional lands to the Total Property by a Supplement to this Master Declaration describing the additional lands, signed by Declarant alone and recorded in the Public Records of the County. Upon recording of a Supplement in the Public Records of the County adding

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additional lands, the additional lands described shall be deemed part of the Total Property and subject to the terms of this Master Declaration.

2.1.3. Supplemental Declaration. Declarant may, from time to time, determine to commit all or any portion of the Uncommitted Property to the land use provisions and other benefits, burdens, restrictions, covenants and provisions contained in this Master Declaration. Such determination shall be made in the sole discretion of Declarant. Each commitment of a portion of the Uncommitted Property to this Master Declaration shall be made by a recitation to that effect in a document to be known as a Supplemental Declaration which shall serve as an amendment to this Master Declaration and shall include a legal description of the portion of the Uncommitted Property then becoming Committed Property. The Supplemental Declaration can also add restrictions not set forth in this Master Declaration, or conversely, provide that certain restrictions of this Master Declaration do not apply. Upon the recording thereof, a portion of the Uncommitted Property in question shall thereupon be Committed Property as fully as though originally designated herein as Committed Property. Should Declarant determine at any time that all or any part of the Uncommitted Property shall not become part of the Committed Property, Declarant shall issue a statement to that effect containing the legal description of such property. Upon the recording of such statement amongst the Public Records of the County, the property described therein shall no longer be a part of the Uncommitted Property and Total Property and may be developed and/or used by Declarant for any purpose consistent with the applicable zoning regulations.

2.1.4. Withdrawal Statement. Declarant reserves a right, in its sole discretion, to determine at any time that all or any portion of the Committed Property then owned by Declarant should be withdrawn from all or any portion of the Silver Shores Documents by execution of a statement ("Withdrawal Statement") indicating such intent and determination which shall contain a legal description of such portion of the Committed Property. The Withdrawal Statement shall be recorded amongst the Public Records of the County. Upon the recording of the Withdrawal Statement amongst the Public Records of the County, the property described therein shall no longer be part of the Committed Property planned to be developed as part of Silver Shores and may be developed and/or used by Declarant for any purposes allowed by law. The Withdrawal Statement may also provide that the property being withdrawn is no longer part of the Total Property as well as no longer part of the Committed Property. Declarant reserves the right to so amend this Master Declaration without the consent of the Master Association, any Neighborhood Association, any Owner or any Institutional Mortgagee.

2.1.5. Uses of Committed Property. All portions of the Committed Property shall be subject to the use, limitations, restrictions and other provisions imposed thereon as may be set forth in this Master Declaration, an amendment to this Master Declaration, Supplement, a Neighborhood Covenants or a Supplemental Declaration. In addition to any other provisions thereof, provisions of this Master Declaration or of a Supplemental Declaration or Neighborhood Covenants may restrict certain portions

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of the Committed Property to specified uses, including, but not limited to, uses as residential property and Common Areas.

2.2. Common Areas

The Common Areas are all parcels or portions of the Committed Property or easements or interests therein specified as the Common Areas in this Master Declaration, a Supplemental Declaration or any other Silver Shores Document. The administration, management, operation and maintenance of the Common Areas shall be the responsibility of the Master Association as provided herein, or in any other Silver Shores Document.

Notwithstanding anything contained herein to the contrary and provided that the plan of development of the Total Property is not substantially modified, Declarant and its nominees shall have the right, in their reasonable discretion, to alter or modify the Common Areas and any improvements, easements and use rights thereon or appurtenant thereto, including, but not limited to, the right to redesignate, modify, alter, increase or decrease (collectively, "Redesignate") the specified use(s) of any Common Areas in any manner determined reasonably appropriate by Declarant or its nominee without the consent of the Master Association, Neighborhood Associations, the Owners or any Institutional Mortgagees for so long as Declarant or its nominee shall own any portion of the Total Property. In the event Declarant or its nominee exercises its right to Redesignate the specified use(s) of the Common Areas, Declarant or its nominee shall record an amendment to this Master Declaration in the Public Records of the County, setting forth the portion of the Common Areas subject to such redesignation and the redesignated use(s) thereof, if any.

Declarant shall have the right at any time as long as Declarant owns or holds a security interest in any portion of the Total Property to designate additional Common Areas from areas which were previously designated as other types of areas. Provided that Declarant shall only own a security interest in a portion of the Total Property, and not own a fee simple interest in any portion of the Total Property, the Master Association shall have the right to designate additional Common Areas from areas which were previously designated as other types of areas with prior consent of Declarant.

2.2.1. Rights of Way. Any portion of the Committed Property designated as Rights of Way on any Plat or Site Plan ("Rights of Way") and all improvements thereon including median treatments, shall be kept and maintained by the Master Association in substantially the same condition or appearance as established by Declarant and in accordance with applicable governmental standards. Rights of Way shall provide a means of ingress and egress (i) to and from publicly dedicated streets located within the Total Property or contiguous thereto, and (ii) between and among all portions of the Total Property for the use of the Master Association, Declarant, Neighborhood Associations, the Owners and their guests, licensees, lessees and invitees. There is hereby granted and reserved to the applicable governmental entities, a nonexclusive easement across such Rights of Way for all governmental purposes including, but not limited to, provision of the following services: police and fire protection, utilities, easements or fee, drainage easements, garbage collection, mail delivery, building inspection, etc. Street lights

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Supplemental Declaration. Exclusive Neighborhood Common Area may be reassigned upon a majority of the votes within the Master Association vote, a majority of the votes within the Neighborhood(s) to which the Exclusive Neighborhood Common Area are assigned, and a majority of the votes of those to which the Exclusive Neighborhood Common Area are to be assigned.

2.2.6. Declarant's Right to Use. Notwithstanding anything contained in this Master Declaration, and in recognition of the fact that Declarant shall have a continuing substantial interest in the development and administration of the Total Property, Declarant hereby reserves, for itself and its successors and assigns, and all Owners, Neighborhood Associations and the Master Association recognize, agree to and acknowledge that Declarant and its successors and assigns shall have the right to use all of the Common Areas and all other portions of the Total Property to which title has not been conveyed by Declarant in conjunction with, and as part of, Declarant's program for the sale, lease, construction and development of the Total Property without any cost to Declarant for such right and privilege.

The rights and privileges of Declarant set forth in this Paragraph are in addition to and in no way limit any other rights or privileges of Declarant under any other Silver Shores Documents. Such rights and privileges shall continue as long as Declarant or its designated nominees own any portion of the Total Property and/or hold a mortgage encumbering any portion of the Total Property unless Declarant shall notify the Master Association in writing of Declarant's voluntary written election to relinquish such rights and privileges of use.

Any models, sales/leasing areas, sales/leasing office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, lease, construction, maintenance and repair efforts of Declarant or its affiliates, designees or nominees shall not be part of the Committed Property and shall remain the property of Declarant or its affiliates, designees or nominees, as the case may be. Such use rights and the right to transact business on the Committed Property as set forth herein and any other rights reserved by Declarant in the Silver Shores Documents may be assigned, in writing, by Declarant in whole or in part.

Additionally, Declarant hereby reserves the right to construct a "model row(s)" in Silver Shores. The "model row(s)" may contain models for Silver Shores or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in its sole discretion. The "model row(s)" may also contain parking and fencing across streets, drives, roads and/or roadways as Declarant may determine. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in Silver Shores, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determines, in its sole discretion, to be necessary. By acceptance of a deed for a Unit or residential parcel in Silver Shores, each Owner agrees and acknowledges that Declarant and/or any of Declarant's affiliates have a right to construct a "model row(s)" and that Declarant and/or any of its affiliates have an easement over Silver Shores to use and show the models to prospective purchasers in Silver Shores or other

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and utility lines may be installed on or beneath the Rights of Way from time to time as Declarant or the Master Association shall determine and/or in accordance with the requirements of applicable governmental agencies. Notwithstanding anything contained herein, Declarant may, without the consent of the Master Association, Neighborhood Associations, Owners or any other party, dedicate all or any portion of the Rights of Way to the County. Notwithstanding the foregoing with respect to the obligation of the Owners to maintain the Rights of Way, in the event all or a portion of the Rights of Way are conveyed or dedicated to the County, and such governmental entity is willing or obligated to maintain such portion of the Rights of Way, the Owners shall no longer be responsible therefor, but shall still have the right, but not the obligation, to provide supplemental maintenance together with the Master Association, as the Board may determine in its sole discretion.

2.2.2. Buffer Areas. Any portion of the Committed Property designated as buffer areas on any Plat or Site Plan ("Buffer Areas") shall be landscaped with such form of ground cover as Declarant considers consistent with Declarant's plan for beautification of the Committed Property and shall be kept grassed, planted and landscaped by the Master Association as such. In addition, Declarant may establish pedestrian rights-of-way upon portions of the Buffer Areas or the Committed Property and such areas shall also be part of the Common Areas.

2.2.3. Landscape Areas. Any portion of the Common Areas shown on any Plat or Site Plan as a landscape area or as otherwise established for landscape purposes ("Landscape Areas") shall be used and maintained by the Master Association in substantially the same fashion as constructed by Declarant.

2.2.4. Entryway Areas. Any portion of the Common Areas shown on any Plat or Site Plan as an entryway area ("Entryway Area") shall be used and maintained in substantially the same fashion as constructed by Declarant.

2.2.5. Exclusive Neighborhood Common Area. Certain portions of the Committed Property may be designated as Exclusive Neighborhood Common Area and reserved for the exclusive use of Owners and occupants of Units and/or residential parcels within a particular Neighborhood or Neighborhoods. There is hereby created in favor of every Owner in a particular Neighborhood to which particular Exclusive Neighborhood Common Area has been designated, a nonexclusive easement of use, access and enjoyment in and to such Exclusive Neighborhood Common Area. All costs associated with maintenance, repair, replacement and insurance of Exclusive Neighborhood Common Area shall be assessed against the Owners of Units and/or residential parcels in only those Neighborhoods which are benefitted thereby as a Neighborhood Assessment, as defined herein. By way of illustration and not limitation, Exclusive Neighborhood Common Area may include recreational facilities intended for the exclusive use of Owners within a particular Neighborhood or Neighborhoods and supported exclusively by Neighborhood Assessments. Initially, any Exclusive Neighborhood Common Area shall be designated as such and the exclusive use thereof shall be assigned in the deed conveying the Exclusive Neighborhood Common Area to the Master Association or on the Plat relating to such Exclusive Neighborhood Common Area or in a

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communities being developed by Declarant and/or any of Declarant's affiliates, as long as such "model row(s)" exists.

2.2.7. Disputes as to Use. In the event there is any dispute as to whether the use of the Committed Property or any portion thereof complies with the covenants and restrictions contained in this Master Declaration, any Supplemental Declaration or other Silver Shores Documents, such dispute shall be referred to Declarant, unless such dispute arises after the Turnover Date, in which event such dispute shall be referred to the Board, and a determination rendered by Declarant or the Board, as applicable, with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Declarant and its designated nominees of the Committed Property or any parts thereof in accordance with Paragraph 2.2.6 hereof, shall be deemed a use which complies with this Master Declaration and all applicable Supplements, Supplemental Declarations or any other Silver Shores Documents and shall not be subject to a determination to the contrary by the Board.

2.2.8. Costs. All costs associated with operating and maintaining the Common Areas shall be the obligation of the Master Association. The Common Areas shall be conveyed to the Master Association in accordance with the provisions of Paragraph 2.3 hereof.

2.2.9. Area of Common Responsibility. In addition to any Area of Common Responsibility specifically set forth in this Master Declaration, the Area of Common Responsibility may include, without limitation, any landscaping on public roadways in the vicinity of the Committed Property selected by the Board for maintenance and determined by the Board as benefitting Silver Shores.

2.3. Conveyance of the Common Areas and Exclusive Neighborhood Common Area

Declarant agrees that it shall convey to the Master Association by quitclaim deed, and the Master Association is obligated to accept, fee simple title to the Common Areas and Exclusive Neighborhood Common Area subject to: (i) the terms and provisions of this Master Declaration; (ii) all applicable Silver Shores Documents; (iii) real estate taxes for the year of such conveyance; (iv) all applicable zoning ordinances; (v) such facts as an accurate survey would show; and (vi) all covenants, easements, restrictions and reservations of record or common to Silver Shores. While Declarant shall have the right to convey all or such portions of the Common Areas and Exclusive Neighborhood Common Area as Declarant shall from time to time determine, the conveyance of the Common Areas and Exclusive Neighborhood Common Area shall be effectuated no later than the Turnover Date; provided, however, that those portions of Silver Shores, if any, which become Common Areas and Exclusive Neighborhood Common Area, as applicable subsequent to the Turnover Date shall be conveyed by Declarant within sixty (60) days after the property in question becomes Common Areas and Exclusive Neighborhood Common Area, as applicable. At the time of conveyance of the Common Areas or any portion thereof and the Exclusive Neighborhood Common Area or any portion thereof, as applicable, the Master Association shall be required to accept such conveyance of the Common Areas or portions thereof and the Exclusive

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Neighborhood Common Area or any portion thereof, as applicable, and the personal property and improvements appurtenant thereto. The Master Association hereby agrees to accept the Common Areas, Exclusive Neighborhood Common Area and the personal property and improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Areas, Exclusive Neighborhood Common Area or portions thereof and the personal property and improvements thereon.

Notwithstanding anything contained in this Master Declaration to the contrary, the Common Areas or Exclusive Neighborhood Common Area shall not be conveyed or mortgaged by the Master Association without the prior approval of two-thirds (2/3) of the Voting Members of the Master Association (other than Declarant); provided, however, such approval of the Voting Members shall not be required for a conveyance by the Master Association of Common Areas or Exclusive Neighborhood Common Area to Declarant.

2.4. Delegation by the Master Association

The Master Association is empowered to delegate any of its functions including maintenance responsibilities and collection of Operating Expenses to a Neighborhood Association as may be deemed necessary from time to time by the Board. The Master Association reserves the right to convey any real property or personal property to a Neighborhood Association. The Neighborhood Association must accept any such delegation or conveyance.

2.5. Surface Water or Stormwater Management System

Unless maintained by an appropriate government agency, the Master Association shall be responsible for the maintenance, operation, monitoring and repair of the lakes, wetlands, mitigation areas, storm water management system and drainage system within Silver Shores.

3. EASEMENTS

3.1. Declarant's Right to Grant Easements

Declarant reserves the right for itself to grant such easements over, under, in and upon the Committed Property in favor of Declarant, the Master Association, their respective designees, the Neighborhood Associations, Owners and their lessees and their family members, guests and invitees (collectively "Benefitted Parties"), and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities (including, but not limited to, the installation, maintenance, repair and replacement of a "master" television antenna), cable television facilities, telecommunications, security service and facilities in connection therewith, and access to publicly dedicated streets, and the like. This in no way obligates Declarant to provide any of the above mentioned services.

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Notwithstanding the foregoing, no such easement shall be permitted or deemed to exist which may cause any building, permanent structure or other permanent facility within Silver Shores which have been constructed prior to the use of such easement to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Silver Shores Documents prior to the actual use of such easement. The foregoing sentence shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence, driveway, parking or landscaping area); provided that (i) the use and enjoyment of the easement and the installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alterations or removal of a fence or temporary excavation within a driveway, or parking access area); and (ii) the same is repaired and/or restored, as the case may be, at the expense of one making use of such easement within a reasonable period of time thereafter.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant, as to all of the Total Property, or the Master Association, as to all of the Committed Property, shall have the right to grant such easement over the Committed Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Total Property.

The Board shall have, by at least a seventy-five (75%) percent vote of the Board, the power to dedicate portions of the Maintenance Property or Exclusive Neighborhood Common Area to the County, the City of Miramar, or to any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Paragraph 13.3 of this Declaration.

This Master Declaration is subject to any other easement currently of record which affects any of the Total Property. Additionally, Declarant reserves on behalf of the Master Association the right to accept any easements in favor of the Master Association over, under, across or through any portion of real property which abuts any of the Total Property.

3.2. Perpetual Nonexclusive Easement to Public Ways

The walks, streets and other rights-of-way located upon the Common Areas now or hereinafter located within Silver Shores shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets, which easement is hereby created in favor of the Benefitted Parties for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. The Board shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Areas and all easements over and upon same. This perpetual nonexclusive easement for ingress, egress and access is also hereby reserved for the benefit of the owners and institutional first mortgagees holding a

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first mortgage on that certain property ("Limited Access Property") which abuts the Total Property and where the only access to and from the Limited Access Property is through and across the Total Property; provided, however, that this reservation of this perpetual nonexclusive easement for the benefit of the Limited Access Property shall be limited to only such walks, streets, and other rights-of-way necessary to access such Limited Access Property.

3.3. Easements for Encroachments

Declarant reserves an easement(s) for encroachment in favor of Declarant, the Master Association, the Neighborhood Associations, the Owners, and all persons entitled to use that portion of the Common Areas in the event any portion of the improvements located on any portion of the Common Areas now or hereafter encroaches upon any of the remaining portions of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Declarant, the Master Association, the applicable Neighborhood Association, the Owners and all their designees.

3.4. Right of the Committee, Applicable Neighborhood Association, Master Association and Declarant to Enter Upon the Committed Property

Declarant reserves an easement(s) for ingress, egress and access in favor of Declarant, the applicable Neighborhood Association, the Master Association, the Committee and all agents, employees or other designees of Declarant, the Master Association, the Committee, or the applicable Neighborhood Association to enter upon any portion of the Committed Property for the purpose of inspecting any construction, proposed construction of improvements, or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of an Owner, the Master Association or the Neighborhood Association, as applicable. Notwithstanding the foregoing, nothing contained herein shall be interpreted to impose any obligation upon the Master Association, the applicable Neighborhood Association or Declarant to maintain, repair or construct any improvement which an Owner has the responsibility to maintain, construct or repair.

3.5. Assignments

The easements reserved hereunder unto Declarant and/or the Master Association may be assigned by Declarant and/or the Master Association in whole or in part to the applicable governmental entity or agency, or any duly licensed or franchised public utility, or any other designee of Declarant and/or the Master Association. Silver Shores shall also be subject to such easements as are shown on any Plat.

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4. MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION; BOARD OF THE MASTER ASSOCIATION

4.1. Membership

Every Owner shall be deemed to have a membership in the Master Association and shall be entitled to vote except as specifically provided herein, in the Articles or the Bylaws.

4.2. Voting Rights

The rights of the Members regarding voting, meetings, notices, etc., shall be as set forth in the Articles and Bylaws.

4.3. Current Lists of Owners

Upon request by the Master Association, any Neighborhood Association shall be required to provide the Master Association with the names and addresses of all or any Owners who are members of the Neighborhood Association. Any Neighborhood Association shall be required to notify the Master Association of any resales within the Neighborhood including the name and address of the new Owner.

4.4. Board

The Master Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

4.5. Neighborhoods and Voting Members

4.5.1. Neighborhoods. Each Unit or residential parcel shall be located within a Neighborhood as designated by Declarant. The Unit or residential parcel within a particular Neighborhood may be subject to additional covenants and/or Declarant shall have the right to require that the Owners of such Unit or residential parcel shall all be members of a Neighborhood Association in addition to the Master Association. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in the Bylaws, to represent the interest of Owners of Units or residential parcels in such Neighborhood.

Each Neighborhood, upon the affirmative vote, written consent, or a combination thereof, of the Owners representing a majority of Units or residential parcels within the Neighborhood, may request that the Master Association provide a higher level of service or special services for the benefit of Units or residential parcels in such Neighborhood. The Master Association shall provide such services and the cost of such services shall be assessed against the Units or residential parcels in such Neighborhood as a Neighborhood Assessment pursuant to Paragraph 6.1.2 hereof. If so requested, the Owners of Units or residential parcels in the Neighborhood agree to pay such Neighborhood Assessment.

The senior elected officer or chairperson, as applicable, of each Neighborhood Association or Neighborhood Committee shall serve as the Voting Member of such Neighborhood and shall cast all votes attributable to Units or residential parcels

in a Neighborhood on all Master Association matters requiring membership vote, unless otherwise specified in this Master Declaration or the Bylaws. The next most senior officer or vice chairperson, as applicable shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member. The Voting Member may cast all such votes as it, in its discretion, deems appropriate.

After the Turnover Date, upon a petition signed by the Owners representing a majority of the Units or residential parcels in the Neighborhood, any Neighborhood may also apply to the Board to divide the property comprising the Neighborhood into two (2) or more Neighborhoods or to combine two (2) Neighborhoods into one (1) Neighborhood. Any such application shall be in writing and shall include a survey of the entire parcel which indicates the boundaries of the proposed Neighborhood(s) or otherwise identifies the Units or residential parcels included within the proposed Neighborhood(s). A Neighborhood consolidation or division requested by the Neighborhood or by the Neighborhood developer shall be deemed denied unless the Board, in its sole discretion, grants such application in writing within thirty (30) days of its receipt thereof. All applications and copies of any denials shall be filed with the books and records of the Master Association and shall be maintained as long as this Master Declaration is in effect.

4.5.2. Voting Members. In order to guarantee representation on the Board for various groups having dissimilar interests and to avoid a situation in which the Voting Members representing similar Neighborhoods are able, due to the number of Units or residential parcels in such Neighborhoods, to elect the entire Board after the Turnover Date, excluding representation of others, each Voting Member shall have the right to appoint a Director to the Board, as further provided in the Articles and Bylaws.

5. ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

5.1. Affirmative Covenant to Pay Operating Expenses

In order to: (i) fulfill the covenants contained in this Master Declaration; and (ii) preserve and maintain the Common Areas for the welfare and benefit of the Benefitted Parties, subject to the terms of this Master Declaration and the services and amenities provided for herein, there is hereby imposed upon the Committed Property and the Owners therein the affirmative covenant and obligation to pay the Assessments, including, but not limited to, the Annual Assessments, Neighborhood Assessments, Benefitted Assessments and Special Assessments. Declarant and the Master Association agree that the Silver Shores Documents, including each Supplemental Declaration, each Neighborhood Covenant, shall recognize that all of the covenants herein set forth run with the Committed Property.

The record Owners of each "Contributing Unit" and "Contributing Parcel" (as those terms are hereinafter defined) ("Contributing Owner") shall be personally liable, jointly and severally, to the Master Association for the payment of any Assessments levied by the Master Association against such

remedies are not in lieu of, but are in addition to, all other remedies available to the Master Association at law or in equity:

5.4.1. To charge late charges in such amount as the Board shall determine from time to time, not to exceed the maximum amount permitted by law, plus interest at the maximum nonusurious interest rate permitted by law on the subject debt on such Assessment(s) from the date such Assessment becomes due;

5.4.2. To accelerate the entire amount of any Assessments due from a Contributing Owner in default for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments, whereupon, the entire unpaid balance of the Assessment(s) due from the Contributing Owner in default shall become due from such Owner upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice;

5.4.3. To advance on behalf of the Contributing Owner in default all funds necessary to accomplish the needs of the Master Association up to and including the full amount for which such defaulting Contributing Owner(s) is liable to the Master Association and the amount so advanced, together with late charges relating thereto may be collected by the Master Association and such advance by the Master Association shall not waive the default;

5.4.4. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Master Association in like manner as a foreclosure of a mortgage on real property;

5.4.5. To file an action at law to collect said Assessment(s) due from the Contributing Owner(s) in default plus late charges relating thereto without waiving any lien rights or rights of foreclosure of the Master Association.

5.4.6. To suspend the right of the Contributing Owner(s) or its tenants, guests, or invitees to the use of the Common Areas and Exclusive Neighborhood Common Area(s), if applicable; provided, however, such suspension shall not restrict the rights to use the Common Areas and Exclusive Neighborhood Common Area(s), if applicable, for ingress and egress.

6. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

The Assessments as hereinafter set forth and described shall be assessed to and collected from Owners on the following basis:

6.1. Determining Assessment for Operating Expenses

6.1.1. Operating Expenses. The total anticipated Operating Expenses for each calendar year shall be set forth in the annual budget of the Master Association prepared and adopted by the Board after consideration of current Operating Expenses and future needs of the Master Association to be collected from each Owner. The Budget shall be adopted no later than November 1 of the calendar year preceding the year for which the Budget is to be adopted; except in the case of the Budget for the partial calendar year following the date of recordation of this Master Declaration which

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Contributing Unit and for any late charges relating thereto.

5.2. Assessment Payments

Each Owner by acceptance of the deed or other instrument of conveyance conveying a Unit or residential parcel which comprises a portion of the Committed Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and consents to pay to the Master Association all Assessments and late charges relating thereto in accordance with the provisions of the Silver Shores Documents.

5.3. Establishment of Liens

Any and all Assessments levied by the Master Association in accordance with the provisions of this Master Declaration or any other Silver Shores Documents, with interest thereon at the highest nonusurious rate allowed by law plus any late charges relating thereto and the costs of collection including, but not limited to, legal fees incurred in negotiation and preparation for litigation, whether or not an action has begun, are hereby declared to be a charge and continuing lien upon the Contributing Units against which such Assessments are made. Said lien shall be effective after the recordation amongst the Public Records of the County of a written acknowledged statement by the Master Association setting forth the amount due to the Master Association as of the date the statement is signed. Upon full payment of all sums secured by such lien, the party making payment shall be entitled to a statement in recordable form of the satisfaction of lien. Notwithstanding anything to the contrary herein contained, the lien of the Assessments and any late charges relating thereto shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Contributing Unit by an Institutional Mortgagee of record, unless such mortgage was recorded after recordation of a claim of lien for unpaid Assessments, in which event such mortgage will be subordinate to said recorded claim of lien for unpaid Assessments. Any first Institutional Mortgagee or purchaser from a first Institutional Mortgagee obtaining title to a Contributing Unit as a result of foreclosure of its mortgage or deed given in lieu of foreclosure, its successors or assigns shall not be liable for the share of Assessments or late charges pertaining to such Contributing Unit or chargeable to the former Contributing Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed given in lieu thereof, unless the Assessment and/or late charges against the Contributing Unit in question are secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed was given in lieu of foreclosure. The unpaid share of Assessments is collectible from all Contributing Owners as provided in Paragraph 6.3 hereof.

5.4. Collection of Delinquent Assessments

In the event any Contributing Owner shall fail to pay any Assessments to the Master Association within fifteen (15) days after the same becomes due, then the Master Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which

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shall be adopted at the initial meeting of the Board, and may be revised by the Board when it deems necessary or appropriate. The total anticipated Operating Expenses shall be that sum necessary for the maintenance and operation of the Common Areas and such expenses shall be divided among the Contributing Units as hereinafter set forth. The total anticipated Operating Expenses of the Committed Property shall be divided equally among the Contributing Units by dividing the total Operating Expenses of the Committed Property by the total number of Contributing Units, with the quotient thus arrived at (adjusted annually) shall constitute the residential "Individual Unit Assessment".

6.1.2 Neighborhood Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a separate budget covering the estimated Neighborhood Expenses to be incurred by the Master Association for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Master Declaration, Supplemental Declaration or Bylaws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Master Association, and in such case, any additional costs shall be added to such budget. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year.

If the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year, with a ten (10%) percent increase, shall be the budget for the current year.

Neighborhood Assessments are in addition to any assessments for common expenses levied by a Neighborhood Association for those Neighborhoods which are administered by a Neighborhood Association. The Master Association reserves the right to review and approve or disapprove the budgets promulgated by Neighborhood Associations.

6.1.3 Benefitted Assessments

6.1.3.1. General. The Board shall have the power specifically to assess Units receiving benefits, items, or services not provided to all Units within a Neighborhood or all of the Committed Property. Expenses of the Master Association (1) that are incurred upon the request of an Owner for specific items or services relating to the Units; or (2) that are incurred by the Master Association pursuant to this Master Declaration, a Supplemental Declaration, or the Bylaws for providing specific items or services relating to or benefitting specific Units shall be specifically assessed against the benefitted Units, in the amount

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of the cost of the benefit received or as set forth in a Supplemental Declaration.

6.1.3.2. Determining Benefitted Assessments. At the time that the budget for Operating Expenses is prepared by the Board as required by Paragraph 6.1.1 above, the Board shall prepare a separate budget for the services described in Paragraph 6.1.3.1 and shall determine Benefitted Assessments, if any, that are applicable to Units for that fiscal year. Benefitted Assessments may differ depending on the type or location of a Unit. For example, and by way of illustration and not limitation, a Benefitted Assessment may be levied against all Units which do not contain a residence for cutting vegetation and cleaning up the unimproved Units, and a Benefitted Assessment may be levied upon Units which contain a residence for services such as garbage pick-up and limited access monitoring. A Benefitted Assessment shall be levied upon Units which subscribe to basic cable television service.

6.1.4 Contributing Units.

6.1.4.1. Single Family Parcel. Each lot , together with the Unit constructed thereon, if any, shall be a "Contributing Unit" on the date such lot was conveyed by Declarant or its successors or assigns, as evidenced by a recorded instrument of conveyance (except that lots owned by Declarant, or its successors or assigns, shall not be deemed a Contributing Unit(s)).

6.1.4.2. Unit on a Multi Family Parcel. Each Unit on a multi family parcel shall become a Contributing Unit on the tenth (10th) day following the issuance of a certificate of occupancy for such Unit by the appropriate governmental agency (except that Units owned by Declarant, or its successors or assigns, shall not be deemed a Contributing Unit(s)).

6.1.4.3. Multi Family Parcel. On the date a multi family parcel is conveyed by Declarant, as evidenced by a recorded instrument of conveyance, such multi family parcel shall be a certain number of Contributing Units, as hereinafter set forth. The Owner(s) of each multi family parcel shall be obligated to pay Assessments for such multi family parcel based on the maximum number of Units permitted to be built on such multi family parcel. For example, if the maximum number of Units permitted to be built on a multi family parcel is one hundred (100), the number of Contributing Units for such parcel is one hundred (100). Notwithstanding the foregoing, rental apartments are considered commercial property situated on a "residential parcel" and are not included in the definition of a multi family parcel and as such may be allocated a number of Contributing Units which Declarant determines to be fair and reasonable. In the event that a rental apartment is converted to the condominium form of ownership and the unit owners receive fee simple title to the unit, then such parcel shall be multi family parcel and shall be considered residential property. Notwithstanding anything to the contrary contained herein, Units or residential parcels owned by Declarant, or its successors or assigns, shall not be deemed a Contributing Unit(s).

6.1.5. Contributing Parcels. Each rental apartment parcel together with the building or improvements constructed thereon, if any, is a commercial property situated on a residential parcel and

shall be a "Contributing Parcel" on the date such parcel was conveyed by Declarant as evidenced by a recorded instrument of conveyance. Upon the conversion of a rental apartment to the condominium form of ownership with Owners receiving fee simple title to their units, then such parcel shall be deemed a multi-family parcel and shall be considered residential property. Notwithstanding anything to the contrary contained herein, Units or residential parcels owned by Declarant, or its successors or assigns, shall not be deemed a Contributing Unit(s) or a Contributing Parcel(s).

6.1.6. Successor Declarant. For purposes of Paragraphs 6.1.4 and 6.1.5 hereof the following shall not be deemed to be a conveyance of a Unit or residential parcel by Declarant:

- (a) a conveyance by Declarant to a successor Declarant;
- (b) the conveyance by Declarant by deed in lieu of foreclosure to an Institutional Mortgagee or affiliated entity which has the right and elects to become a Declarant or which conveys such residential parcel or Unit to a third party which such Institutional Mortgagee or affiliated entity appoints as a successor Declarant;
- (c) the issuance pursuant to a foreclosure action of a certificate of title in favor of an Institutional Mortgagee or affiliated entity which has the right and elects to become a Declarant or which conveys such Unit or residential parcel to a third party which such Institutional Mortgagee or affiliated entity appoints as a successor Declarant;
- (d) a conveyance by the entities described in Subparagraph (b) or (c) above to a successor Declarant.

6.1.7. Destruction of Contributing Units or Contributing
Parcels Structure

Any structure constituting or containing Contributing Unit(s) or Contributing Parcels which is destroyed or demolished shall nevertheless be deemed to contain the number of Contributing Unit(s) or Contributing Parcels theretofore existing for purposes of Assessments and voting and use rights until such time as the structure is replaced and the new certificate of occupancy with respect thereto issued, whereupon the number of dwelling units or Units contained in the replaced structure shall be the number of Contributing Units or Contributing Parcels or until the decision is made not to restore any of the dwelling units or Units as evidenced by a recorded written instrument the form of which has been approved by the Master Association and which is enforceable by the Master Association.

6.1.8. Collection of Assessments

Each Contributing Owner's share of Operating Expenses shall be assessed as the Annual Assessment. The Individual Unit Assessments are payable in advance in monthly or quarterly (as determined by the Board) installments. If the Board determines to assess the Contributing Owners on a monthly basis, the first payment shall be made in advance on the first day of the month after the Contributing Owner takes title to the Contributing Unit and on the

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first day of each month thereafter. If the Board determines to assess the Contributing Owners on a quarterly basis (on January, April, July and October), the first payment shall be made in advance on the first day of the month for the first full quarter after the Contributing Owner takes title to the Contributing Unit and on the first day of each quarter thereafter. The Contributing Owner shall pay the prorated share of Individual Unit Assessments for the month or quarter, as appropriate, during which closing of the Contributing Unit occurs.

Assessments shall be collected as set forth in Paragraph 6.5 of this Master Declaration. In the event the collection of Assessments levied pursuant to this Master Declaration is by an entity other than the Master Association, all references herein to collection (but not necessarily enforcement) by the Master Association shall be deemed to refer to the entity performing such collection duties and an Owner's obligation to pay Assessments shall be satisfied by making payments to such entity.

6.1.9. Assessments while Declarant Appoints a Majority of the Board. Notwithstanding anything to the contrary contained in the Silver Shores Documents, during the period when Declarant appoints a majority of the Directors of the Board, Declarant may, at its sole discretion, without obligation, pay any amount of Operating Expenses incurred by the Master Association and not produced by Assessments receivable from the other Owners; provided, however, in the event Declarant elects to pay such deficiency, nothing herein shall impute liability to Declarant for any Individual Unit Assessment for Operating Expenses for any Units or residential parcels within the Committed Property owned by Declarant at any time.

6.2. Special Assessments

Special Assessments include, in addition to Assessments designated as Special Assessments in this Master Declaration: (i) costs which do not occur yearly whether or not for a cost or expense included within the definition of Operating Expenses; (ii) Assessments levied against a Contributing Owner whose Owner, Owner's family, guests, and invitees or lessees and their family members, guests and invitees use, maintenance or treatment of the Common Areas and/or Exclusive Neighborhood Common Area is not in conformance with the standards set forth by the Committee or in the Silver Shores Documents; or (iii) those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing, reconstructing in the event of a casualty or acquiring improvements for or on the Common Areas or the costs (whether in whole or in part) of reconstructing or replacing such improvements. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment; provided, however, that no Units owned by Declarant shall be subject to any Special Assessment for capital improvements without the prior written consent of Declarant. Any Units or residential parcels owned by Declarant which are not subject to a Special Assessment shall not be deemed to be Contributing Units or Contributing Parcels in determining the respective amount of such Special Assessments being assessed against the Contributing Units or Contributing Parcels subject thereto. Special Assessments shall be paid in a lump sum or installments as the Board shall, from time to time, determine.

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6.3. Liability of Contributing Owners for Assessments

By the acceptance of a deed or other instrument of conveyance of a residential parcel, dwelling unit or Unit, each Owner thereof acknowledges and agrees that each Contributing Unit and Contributing Parcel, and the Owners thereof, are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessments as well as for any other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing Units and Contributing Parcels for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Contributing Owner for himself and his heirs, executors, successors and assigns that in the event any Contributing Owner fails or refuses to pay his Individual Unit Assessment or any portion thereof or his respective portion of any Special Assessment, or other Assessment, then the other Contributing Owners may be responsible for increased Individual Unit Assessments or Special Assessments or other Assessments due to the nonpayment by such Contributing Owner, and such increased Individual Unit Assessment or Special Assessment or other Assessment can and may be enforced by the Master Association, Declarant and Institutional Mortgagees in the same manner as all other Assessments hereunder as provided in this Master Declaration.

6.4. Working Fund Contribution

Each Contributing Owner shall be obligated to pay, in addition to the Annual Assessments and any Special Assessments, a Working Fund Contribution which will be equal to at least two (2) months' share of the annual Operating Expenses applicable to his dwelling unit, Unit or residential parcel pursuant to the initial budget of the Master Association. The purposes of the Working Fund Contribution are to insure that the Master Association will have cash available to meet start-up expenses, to meet any unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. The purposes of the Working Fund Contributions are for the purposes set forth above and not for the establishment of a fund for capital improvements. The Working Fund Contribution will be collected at the time of conveyance by Declarant, or its successors or assigns, of each Unit or residential parcel to any purchaser of a Contributing Unit.

6.5. Relationship of Master Association and Neighborhood Associations

6.5.1. Collection of Assessments. Neighborhood Associations, if any, shall initially collect all Assessments and other sums including the Neighborhood Assessment due the Master Association from the members thereof. The Neighborhood Association will remit the Assessments so collected pursuant to such procedures as may be adopted by the Master Association. The sums so collected shall be applied first to the Assessments of the Master Association and then to those of the collecting Neighborhood Association. No sums collected by a Neighborhood Association on behalf of the Master Association shall be deemed a common expense of the collecting Neighborhood Association.

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Neighborhood Associations shall be required to record liens or take any other actions with regard to delinquencies in Assessments payable to the Master Association unless the Master Association gives them written notice of its election not to have them do so. All of the Master Association's rights of enforcement provided in this Master Declaration shall be deemed to have automatically vested in the applicable Neighborhood Association, but all costs and expenses of exercising such rights shall nevertheless be paid by the Neighborhood Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered). Notwithstanding the foregoing, the Master Association retains the power to exercise the enforcement rights on a concurrent basis with the Neighborhood Association.

All fidelity bonds and insurance maintained by a Neighborhood Association shall reflect any duties performed by it pursuant hereto and the amounts to be received and disbursed by it and shall name the Master Association as an obligee/insured party for so long as its Assessments are being collected and remitted by the Neighborhood Association.

To the extent lawful, a Neighborhood Association may delegate, or contract for the performance of, any duties performed by it pursuant hereto to with a management company approved by the Master Association, provided that: (i) the Neighborhood Association shall remain ultimately liable hereunder; (ii) the management company, as well as the Neighborhood Association, shall comply with the requirements of the foregoing paragraph; and (iii) the approval of the management company may be withdrawn, with or without cause, at any time upon thirty (30) days' prior written notice. Any management agreement or similar contract entered into by the Neighborhood Association shall be subject to the provisions of this Paragraph 6.5.

In the event of a failure of a Neighborhood Association to assess its members for Operating Expenses allocated, the Master Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or in addition specially assess the members of the Neighborhood Association for sums due.

6.5.2. Delegation of Other Duties. The Master Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Paragraph 6.5 as the Master Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Master Association at any time.

6.5.3. Acceptance of Delegated Duties. Whenever the Master Association delegates any duty to a Neighborhood Association pursuant to this Article 6, the Neighborhood 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 Legal Fees) arising from or connected with the Neighborhood Association's performance, non-performance or negligent performance thereof.

6.5.4. Non-Performance of Neighborhood Association Duties. In the event that a Neighborhood Association fails to perform any duties delegated to or required of it, under this Master Declaration or to otherwise be performed by it pursuant to its own Neighborhood Covenants, which failure continues for a period in excess of thirty (30) days after the Master Association's giving notice thereof, then the Master Association may, but shall not be required to, assume such duties. In such event, the Neighborhood Association shall not perform such duties unless and until such time as the Master Association directs it to once again do so.

6.5.5. Collection of Assessments by Master Association. Notwithstanding the foregoing, in the event Units or residential parcels are not subject to a Neighborhood Association, the Master Association shall collect all Assessments and other sums due the Master Association from such respective Contributing Owner(s).

6.6. Declarant Exemption. Notwithstanding anything to the contrary contained in the Silver Shores Documents, Declarant shall not be liable for any and all Assessments.

7. OPERATING EXPENSES

The following expenses of the Areas of Common Responsibility and the Master Association are hereby declared to be Operating Expenses which the Master Association is obligated to assess and collect and which the Contributing Owners are obligated to pay as provided for herein or as may be otherwise provided in the Silver Shores Documents. Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be an Operating Expense to be allocated among all Contributing Owners as part of the Annual Assessment. All costs associated with maintenance, repair and replacement of Exclusive Neighborhood Common Area shall be in the case of Neighborhoods a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units or residential parcels within the Neighborhood(s) to which the Exclusive Neighborhood Common Area are assigned, or a Benefitted Assessment assessed against the portion of the property to which the Exclusive Neighborhood Common Area is assigned, or a combination of the above, notwithstanding that the Master Association may be responsible for performing such maintenance hereunder.

7.1. Taxes

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and in general all taxes and tax liens which may be assessed against the Areas of Common Responsibility and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon shall be considered Operating Expenses.

7.2. Insurance

The Master Association shall purchase and maintain public liability insurance and casualty insurance as further described in

Article 10 hereof. The premiums on any policy or policies of insurance and the premiums on any policy or policies the Master Association determines to maintain even if not required to be maintained by the specific terms of this Master Declaration shall be Operating Expenses.

7.3. Maintenance, Repair and Replacements

7.3.1. The costs to maintain, replace, repair and preserve the landscaped, grassed, open and natural portions of the Areas of Common Responsibility, including, but not limited to, expenses such as grass cutting, tree trimming, pruning, weeding, sprinkling, fertilizing, spraying and the like; and

7.3.2. The costs to maintain, repair and replace all improvements, entryways, signs, including, but not limited to, street, directional and informational signs installed or placed on any portion of the Committed Property by Declarant or the Master Association which are not maintained, repaired and replaced by the City of Miramar, the County, the State of Florida, or other applicable governmental body or agency.

7.3.3. The costs to maintain, repair and replace all improvements and personal property located in or upon any portion of the Committed Property designated as recreation areas on the Plat or Site Plan.

7.4. Maintenance of Surface Water or Stormwater Management System; Maintenance of Wetlands and Lake and Canal Banks

The cost and expense associated with the Master Association's responsibility to maintain and monitor the lakes, wetlands, mitigation areas, storm water management system and drainage system within Silver Shores as set forth herein shall be considered Operating Expenses, unless an appropriate government agency has accepted the delegation of such maintenance responsibilities. Such maintenance may also include, but is not limited to, maintaining bodies of water within the Total Property including, but not limited to, chemically treating such areas and controlling water levels and maintaining and operating any structures and amenities established in such areas and the costs thereof shall be considered Operating Expenses.

7.5. Damage to Areas of Common Responsibility by Owners

The foregoing maintenance, repairs or replacement within the Areas of Common Responsibility arising out of or caused by the willful or negligent act of an Owner, his tenants, licensees, agents or members of his family, guests or invitees will, to the extent deemed appropriate by the Board, be paid for by such Owner as a Special Assessment.

7.6. Indemnification

The Master Association covenants and agrees that it will indemnify and save harmless Declarant, its successors and assigns, and the members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained

in or about the Committed Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. The costs of fulfilling the covenant of indemnification herein set forth shall be deemed to be Operating Expenses, and, further provided, that Declarant, and its successors and assigns, shall not be liable for any such Assessment for Units which Declarant, or its successors or assigns, may own.

Included in the foregoing provisions of indemnification are any expenses that Declarant, or its successors or assigns, may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Master Declaration to be kept and performed by the Master Association.

7.7. Administrative and Operational Expenses

The costs of administration of the Master Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Master Association shall be deemed to be Operating Expenses. In addition, it is contemplated that the Master Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Declarant) to assist in the operation of the Areas of Common Responsibility and other obligations of the Master Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Operating Expenses hereunder.

7.8. Utility Charges

All charges levied for utilities providing services for the Areas of Common Responsibility, whether supplied by a private or public firm, shall be considered Operating Expenses. It is contemplated that this obligation will include all charges for streetlights, lift stations and any other type of utility or any other type of service charge.

7.9. Extraordinary Items

Extraordinary items of expense under this Master Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon with respect to Units and residential parcels owned by Declarant, or its successors or assigns.

7.10. Costs of Reserves

The funds necessary to establish a reserve fund ("Reserves") for periodic maintenance, repair, and replacement of the Areas of Common Responsibility and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time herein set forth shall

be paid for as a Special Assessment, and, further provided, that Declarant, or its successors or assigns, shall not be liable for any such Assessment for Units or residential parcels which Declarant, or its successors or assigns, may own. Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Master Association on account of Reserves shall be and shall remain the exclusive property of the Master Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

7.11. Miscellaneous Expenses

The cost of all items of costs or expense pertaining to or for the benefit of the Master Association or the Areas of Common Responsibility, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

7.12. Maintenance of Property In Close Proximity to Committed Property

If the Master Association is permitted by the owner of property in close proximity to the Committed Property or the governmental authority responsible for maintaining same to provide additional maintenance for such property, and the Board elects to do so in order to enhance the overall appearance of the Committed Property, then the expense thereof shall be an Operating Expense. Such additional maintenance may include, but is not limited to, maintaining any signs or monuments, maintaining and preserving the unpaved portions of dedicated roadways in close proximity to the Committed Property and the banks of lakes and canals in close proximity to the Committed Property, including, but not limited to, expenses such as grass cutting, tree trimming, pruning, weeding, sprinkling, fertilizing, spraying and the like. Such additional maintenance may also include, but is not limited to, maintaining bodies of water in close proximity to the Committed Property including, but not limited to, chemically treating such areas and controlling water levels and maintaining and operating any structures and amenities established in such areas.

8. USE RESTRICTIONS

The Committed Property, including all Units located or to be located thereon, shall be used only for residential, recreational, and related purposes, as may more particularly be set forth in this Master Declaration and any amendments hereto. Any Supplemental Declaration or additional covenants imposed on the property within any Neighborhood, may impose stricter standards than those contained in this Article 8. The Master Association, acting through its Board, shall have the standing and the power to enforce such standards.

The Master Association, acting through its Board, shall have the authority to make and to enforce standards and restrictions governing the use of the Committed Property, in addition to those contained herein, and to impose reasonable user fees for use of Areas of Common Responsibility or Exclusive Neighborhood Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, occupants, tenants, invitees, and licensees, if

any, until and unless overruled, cancelled, or modified in a regular or special meeting of the Master Association by the vote of Voting Members representing a majority of the total "Class A" votes in the Master Association and by "Class B" Member, so long as such membership shall exist. Additional restrictions of a uniform and non-discriminating character may be promulgated by the Board as to individual Neighborhoods in order to take into account special circumstances within such Neighborhoods.

The following restrictions shall apply to all portions of the Committed Property. Notwithstanding anything provided in this Master Declaration, the use of the term "Committed Property" in this Article 8 shall be deemed not to include any of the Committed Property owned by Declarant, or its successors or assigns.

8.1. Nuisances

No obnoxious or offensive activity shall be carried on about the Committed Property or on any portion of Silver Shores nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Committed Property which is a source of annoyance to Owners or occupants of Committed Property or which interferes with the peaceful possession or proper use of the Committed Property or the surrounding areas.

8.2. No Improper Uses

No improper, offensive, hazardous or unlawful use shall be made of any Committed Property nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Committed Property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Committed Property shall be corrected by, and at the sole expense of the Owner.

8.3. Occupancy of Units and Residential Parcels

No Units and residential parcels ("Units") shall be occupied by more than a single family. Units owned by corporations, partnerships, trusts or some other form of multiple ownership shall designate one (1) person and his or her family to occupy the Unit prior to, or at the time of, conveyance of the Unit to the multiple ownership entity. The designation of such occupants may be changed only with the prior notice to the Board. For purposes of this Paragraph, the term "family" shall mean (i) persons related to one another by blood, marriage, or adoption in the following degrees of kinship only: Children, grandchildren, parents, brothers, sisters, aunts, uncles, nieces and nephews, or (ii) two single unrelated persons and persons related to them in the degrees of kinship described in subsection (i) above.

8.4. Signs

No sign, billboard or advertisement or notice of any type shall be permitted on the Committed Property without the prior written consent of the Committee.

8.5. Parking and Vehicular Restrictions

8.5.1. Parking. Vehicles, used for customary, family purposes, shall be parked only in the garages or in the driveways serving the Units or in the designated spaces or areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations adopted by the Board or a Neighborhood Association, if any, having concurrent jurisdiction over parking areas within the Neighborhood. No Owner shall conduct or permit to be conducted repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Committed Property, except in an enclosed area with the doors thereto closed at all times. No parking on the main collector roads shall be permitted. For purposes of this Paragraph, "vehicle" shall also mean campers, mobile homes, motor homes, boats and trailers. For purposes of this Paragraph, "commercial vehicle" shall mean any vehicle which is not designated and used for customary, personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle.

8.5.2. Prohibited Vehicles.

No commercial vehicles shall be permitted to be parked or stored on any portion of the Committed Property for a period of more than four (4) hours.

No boats or boat trailers of any kind shall be permitted to be parked or stored outside a Unit at any time, except on weekends, which shall be deemed to commence as of each Friday at 6:00 p.m. and to end as of the following Monday at 8:00 a.m.

Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain for more than two (2) consecutive days upon any portion of the Committed Property unless wholly within an enclosed garage.

No Owner or his family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Committed Property which is deemed to be a nuisance by the Master Association or Declarant.

8.5.3. Towing. Subject to applicable laws and ordinances, any vehicle, including prohibited vehicles set forth above, parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board may be towed by the Master Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Master Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of

any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

8.6. Areas of Common Responsibility and Exclusive Neighborhood Common Area

Nothing shall be stored and/or constructed within or removed from the Areas of Common Responsibility or Exclusive Neighborhood Common Area other than by Declarant or the Master Association or Neighborhood Association, if applicable, without the prior consent of the Committee.

8.7. Rules and Regulations

The Board may promulgate or impose and thereafter modify, alter, amend rescind or augment rules and regulations with respect to the use, operation and enjoyment of all or a portion of the Committed Property, and any improvements located on the Committed Property (including, but not limited to establishing reasonable fees for use of the facilities and establishing hours and manner of operation for Areas of Common Responsibility and Exclusive Neighborhood Common Area); provided, however that no such rules so promulgated shall be in conflict with the provisions of the Silver Shores Documents.

8.8. Pets

No animals, livestock or poultry of any kind shall be kept, raised or used upon any portion of the Committed Property, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. No pet shall be kept if it creates a nuisance. Pets shall at all times whenever they are outside a Unit be carried or confined on a leash held by a responsible person. Pets shall be permitted only in portions of the Common Areas, if any, designated by the Master Association or in portions of the Exclusive Neighborhood Common Areas designated by a Neighborhood Association, as applicable, for such purpose. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet on the Common Areas and Exclusive Neighborhood Common Area.

Each Owner who determines to keep a pet thereby agrees to indemnify the Master Association and Declarant and hold them harmless against any loss or liability of any kind or character arising from or growing out of having any animal on the Committed Property.

8.9. Compliance with Silver Shores Documents

Each Owner and his family members, guests, invitees, and lessees and their family members, guests and invitees shall be bound by and abide by the Silver Shores Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Silver Shores. Such Owner shall be liable to the Master Association for the cost of any maintenance, repair or replacement of any real or personal property located on the Areas of Common Responsibility or Exclusive Neighborhood Common Areas

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rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be paid for by the Owner as a Special Assessment.

8.10. Litter

In order to preserve the beauty of Silver Shores, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Committed Property, except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Committee. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Unit upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Committed Property owned by Declarant or its nominees through the period of construction of Unit, or improvements upon the Committed Property. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Committed Property must be removed within thirty (30) days after the completion of construction of the improvements on such portion of the Committed Property, as evidenced by issuance of a certificate of occupancy, if applicable.

8.11. Electrical Equipment

No electrical equipment shall be operated or permitted to be operated on the Committed Property so as to prevent good reception for any other equipment without the prior written consent of the Board.

8.12. Subdivision and Partition

No Units shall be subdivided without the Committee's prior written consent.

8.13. Casualty Destruction to Improvements

In the event a dwelling unit(s), Unit(s) and/or other improvement(s) upon the residential parcel is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner(s) thereof responsible for the maintenance thereof shall either commence to rebuild or repair the damaged dwelling unit, Unit or improvements and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner(s) thereof that the dwelling unit(s), Unit(s) or improvement(s) will not be repaired or replaced, promptly clear the damaged dwelling units(s), Unit(s) or improvement(s) and grass over and landscape such residential parcel in a sightly manner consistent with Declarant's plan for beautification of Silver Shores. As to any reconstruction of destroyed dwelling unit(s), Unit(s) and other improvements, same shall only be replaced with dwelling unit(s), Unit(s) and other improvements of a similar size and type as those destroyed unless the prior written approval of the Committee is obtained.

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8.14. Use of Lakes

Fishing and non-motorized boating is permitted upon the lakes provided that the appropriate governmental permits have been obtained. No swimming shall be permitted in the lakes.

8.15. Oil and Gas Tanks, Air Conditioners, Solar Collectors, Pool Equipment

(a) All oil tanks, bottled gas tanks and swimming pool equipment and housing must be underground or placed in walled-in areas or landscaped areas so that such are not visible from any dedicated street, adjacent Units and/or lots, and adequate landscaping shall be installed and maintained by the Owner thereof.

(b) Wall and window air conditioning units are prohibited.

(c) Solar collectors other than those installed by Declarant shall only be permitted with the prior written consent of the Committee.

8.16. Maintenance of Premises

In order to maintain the standards of Silver Shores, the Committed Property and improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Committed Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said property shall be permitted to grow to a height in excess of four inches (4") for improved property and ten inches (10") for unimproved property. Improved property shall be any lot on which the construction of a Unit has been completed as evidenced by the issuance of a certificate of occupancy. Improved property shall also include any Exclusive Neighborhood Common Area the improvement of which has been completed as evidenced by either the issuance of a certificate of occupancy or by the fact that such area is available for use by Owners. Unimproved property shall be any portion of the Committed Property which is not improved property. Excepted from the foregoing provisions of this Paragraph shall be any portion of the Committed Property owned by Declarant or its nominee through the period of construction of Units or other improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Committed Property must be removed within thirty (30) days after the completion of construction of the improvement on such portion of the Committed Property, as evidenced by issuance of a certificate of occupancy, if applicable.

Unless prohibited by the applicable governmental authority, the Owner of a lot shall also be responsible for maintaining the property between the edge of his lot line and the edge of pavement for the adjacent dedicated roadway in accordance with the requirements of this Paragraph 8.17, including, but not limited to,

maintaining the driveway and keeping all portions thereof (except the driveway) fully sodded.

8.17. Excavation and Fill

Except for Declarant's acts and activities in the development of Silver Shores and except in connection with normal maintenance activities, no sod, top soil, rock, gravel, sand, clay, earth, minerals, oil or gas shall be excavated or removed from or placed on the Committed Property without the written consent of the Committee.

8.18. Alteration of Drainage

Except for Declarant's acts and activities in the development of Silver Shores, no improvements (including but not limited to driveways, pools, fences and landscaping) and no change in the condition of the soil or the level of the land of any portion of the Committed Property shall be made which results in any permanent change in the flow or drainage of surface or subsurface water of or within Silver Shores without the prior written consent of the Committee.

8.19. Clothes Drying Areas

No portion of the Committed Property shall be used as a drying or hanging area for laundry of any kind, unless the drying or hanging area is not visible from any dedicated street or any portion of the Committed Property other than the portion of the Committed Property owned by the person owning such drying or hanging area.

8.20. Prohibited Structures

Except for the permitted structures provided for herein and structures permitted by the Committee, no structure of a temporary character, including, but not limited to, trailer, tent, shack, shed, barn or outbuilding shall be parked or erected on the Committed Property at any time. Excepted from the foregoing shall be temporary structures of Declarant and its designated nominees until Declarant or its designated nominees no longer own any portion of the Total Property, provided such temporary structures are utilized in connection with selling, leasing, improving, developing, repairing or managing any portion of the Total Property. No structure of a temporary character may be used as a dwelling unit or Unit. No doghouse shall be permitted on the Committed Property at any time.

8.21. Water Supply

No individual water supply systems, except for irrigation systems approved by the Committee, shall be permitted on the Committed Property.

8.22. Sewage Disposal

No individual sewage disposal system shall be permitted on the Committed Property.

8.23. Improvements

All improvements placed upon the Committed Property shall comply with the code of ordinances of the City of Miramar and the Guidelines and have the approval of the Committee.

8.24. Window Coverings

No window or door in a Unit shall be covered with aluminum foil, newspaper or other unsightly material which is visible from outside the Unit. Drapes, shutters, shades, sun filter screens and other materials commonly used in residential buildings are permitted if not unsightly and approved by the Committee.

8.25. Units and Residential Parcels Fronting Lakes or Wetlands

Unless the written consent of the Committee is obtained and all necessary governmental approvals are obtained thereafter, and subject to the covenants and restrictions set forth in this Master Declaration:

(a) no boat house, dock building, landing, mooring pile, pier or ramp for boats or other improvement shall be erected on or adjoining any Unit or residential parcel fronting a lake or wetland;

(b) no Unit or residential parcel fronting a lake or wetland shall be increased in size by filling in the water on which it abuts;

(c) no boat canal or other waterways shall be dug or excavated into any Unit or residential parcel fronting any lake or wetland; and

(d) no beach shall be artificially created on any Unit or residential parcel fronting a lake or wetland.

8.26. Recreational Facilities

All basketball backboards and play structures to be constructed upon a residential parcel or lot shall be approved in writing by the Committee. No playhouse, tree house or structure of a similar kind and nature shall be constructed on any part of a lot or residential parcel without the prior written approval of the Committee for location and materials used in construction.

8.27. Colors

No exterior colors on any improvement shall be permitted that, in the sole judgment of the Committee, would be inharmonious or discordant or incongruous with the Committed Property. Any future exterior color changes desired by an Owner must first be approved by the Committee.

8.28. No Business Use

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct

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business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Committed Property and applicable City of Miramar ordinances; (iii) the business activity does not involve persons coming onto the Committed Property who do not reside in the Committed Property or door-to-door solicitation of residents of the Committed Property; and (iv) the business activity is consistent with the residential character of the Committed Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Committed Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Paragraph 8.30. This Paragraph 8.30 shall not apply to any activity conducted by Declarant or a builder or developer approved by Declarant with respect to its development and sale of the Committed Property or its use of any Units which Declarant or a builder or developer owns within the Committed Property, or to property designated by Declarant as a sales or other office. As to this latter area, Declarant or any purchaser of such property shall have the right, subject to applicable governmental ordinances, to use same for office/professional business uses.

8.29. On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Committed Property except that on-site underground storage of heating fuel, stored in a tank which is designed for the type of pool construction on a Unit and which meets applicable governmental requirements, for swimming pool heaters shall be permitted, and up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers, barbecue gas grills and similar tools or equipment; provided, however, the Master Association shall be permitted to store fuel for operation of maintenance of its vehicles, generators and similar equipment, if any.

8.30. No Implied Waiver

The failure of Declarant, the Master Association or the Committee to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Silver Shores Documents (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant, the Master Association or the Committee or of any other party having an

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interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Silver Shores Documents.

8.31. Leasing

A lessee of any portion of the Committed Property shall by execution of such a lease, be bound by all applicable terms and provisions of this Master Declaration and be deemed to, accept his leasehold estate subject to this Master Declaration, agree to conform and comply with all provisions contained herein and allow the lessor or the Master Association to fulfill all obligations imposed pursuant thereto.

8.32. Laws and Ordinances

Every Owner and occupant of any Unit, their guests and invitees shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Committed Property and any violation thereof may be considered a violation of this Master Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

8.33. Tree Removal

No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved by the Committee. In the event of an intentional or unintentional violation of this Paragraph 8.36, the violator may be required, by the Committee, to replace the removed tree with one (1) or more trees of such size and number, and in such locations, as such Committee may determine in its sole discretion.

8.34. Sight Distance at Intersections

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

8.35. Lighting

Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the Committee.

8.36. Increase in Insurance Rates

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Committed Property not owned by such Owner.

8.37. Garages

No Owner may convert into living space the interior of any garage located within a residential Unit.

8.38. Certain Rights of Declarant

The provisions, restrictions, terms and conditions of this Article 8 shall not apply to Declarant as an Owner.

9. MAINTENANCE

9.1. Master Association Responsibilities

The Master Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as herein provided. This maintenance shall include, but is not limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all Areas of Common Responsibility which may include, without limitation, landscaping and other flora, structures, and improvements, including all private streets, medians, street lights, entry features and signage, entry gates and gate houses, recreational nodes, picnic areas, sidewalks and bicycle/jogging paths situated upon the Common Areas and Exclusive Neighborhood Common Areas, if any; of all areas not within the Common Areas and Exclusive Neighborhood Common Area originally maintained by Declarant; and of such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Master Declaration, or by a contract, easement or agreement for maintenance thereof by Declarant or the Master Association. However, the Master Association by contract or agreement, may assign its maintenance responsibility for any part of the Area of Common Responsibility to an appropriate governmental entity or agency or any other person.

Declarant reserves the right to require that the Master Association maintain, repair and replace street lighting (the term "street lighting" shall include light poles and appurtenances thereto and the light bulbs and wiring therefor) located within the Committed Property and the cost of electricity therefor, and the cost and expense for the foregoing in such a case shall be an Operating Expense, notwithstanding that such street lighting may be located on portions of the Committed Property which are not owned by the Master Association or are not Common Areas or Exclusive Neighborhood Common Areas. Any reimbursement from any utility company for the installation of street lighting shall accrue to the party who installs such street lighting.

The Master Association shall maintain the irrigation system excluding any portion of the system located on any Owner's lot. For clarification, the Master Association shall maintain the irrigation system up to the point of tie in of the individual Owner's lot or Neighborhood Association's property. The Owner or Neighborhood Association, as applicable shall be responsible and maintain the system located on their respective property from the point of tie in to the main system including, to the edge of the pavement.

The Master Association shall have the right to provide for monitoring of the use of pesticides, herbicides and fertilizers within the Areas of Common Responsibility or Exclusive Neighborhood Common Areas. The Board shall have the right to prohibit or limit the use of particular pesticides, herbicides, chemicals and fertilizers within particular Areas of Common Responsibility and Exclusive Neighborhood Common Areas.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be an Operating Expense to be allocated among all Units and residential parcels as part of the Annual Assessment. All costs associated with maintenance, repair and replacement of Exclusive Neighborhood Common Areas shall be in the case of Neighborhoods a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Units and residential parcels within the Neighborhood(s) to which the Exclusive Neighborhood Common Areas are assigned, or a Benefitted Assessment assessed against the property to which the Exclusive Neighborhood Common Areas are assigned, or a combination of the above, notwithstanding that the Master Association may be responsible for performing such maintenance hereunder.

The Master Association shall also be responsible for maintenance, repair and replacement of property within any Neighborhood to the extent designated in any Supplemental Declaration affecting the Neighborhood. The Master Association may also assume maintenance responsibilities with respect to any Neighborhood in addition to those that may be designated by any Supplemental Declaration. This assumption of responsibility may take place either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the standards promulgated by the Committee and the Silver Shores Documents. All costs of maintenance pursuant to this Paragraph shall be assessed as a Neighborhood Assessment only against the Units or residential parcels within the Neighborhood to which the services are provided, unless specifically provided otherwise in a Supplemental Declaration. The provision of services in accordance with this Paragraph 9.1 shall not constitute discrimination within a class.

The Master Association may maintain other property which it does not own, including, without limitation, property dedicated to the public, (a) if such maintenance is required by this Master Declaration, (b) if the Board determines that such maintenance is necessary or desirable to maintain the standards and Guidelines for Silver Shores promulgated by the Committee or to cause compliance with this Master Declaration, or (c) if the maintenance is requested by an Owner, the costs of which are to be charged to the Owner as a Benefitted Assessment.

9.2. Responsibility of Owners

Each Owner shall maintain his Unit or residential parcel, respectively, and all equipment and fixtures therein, including, without limitation, all air-conditioning equipment used in or appurtenant to such Unit or residential parcel, and must promptly correct any condition which would, if left uncorrected, cause any damage to another portion of the Committed Property, and shall be responsible for any damages caused by his action or non-action. Each Owner shall also maintain all structures, sidewalks, parking areas and other improvements comprising the Unit or residential parcel in a manner consistent with the standards and Guidelines promulgated by the Committee and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Master Association or a Neighborhood Association pursuant to any Supplemental Declaration or other declaration of covenants

applicable to such property. Each Owner shall also maintain those areas from his property boundary to a lake bank (water's edge), where bounded by a lake. If any Owner fails properly to perform his or her maintenance responsibility, the Master Association or Declarant may perform such maintenance responsibilities and assess all costs incurred against the Unit or residential parcel and the owner thereof in accordance with Paragraph 6.2 of this Master Declaration; provided, however, except when entry is required due to an emergency situation, the Master Association or Declarant shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

9.3. Neighborhood's Responsibility

Any Neighborhood having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to additional covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Silver Shores Documents and the standards and Guidelines promulgated by the Committee. If any such Neighborhood fails to perform its maintenance responsibility as required herein and in any additional covenants, the Master Association may perform it and assess the costs against all Units or residential parcel within such Neighborhood.

10. INSURANCE AND CASUALTY LOSSES

10.1. Property and Casualty Insurance

The Board or its duly authorized agent, shall have the authority to and shall obtain property and casualty insurance, if reasonably available at the Board's sole determination, for all insurable improvements owned or maintained by the Master Association on the Area of Common Responsibility, as applicable; provided, however, that at no time shall there be less than fire and extended coverage on those improvements customarily insured by such coverage. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

In addition to casualty insurance on the Area of Common Responsibility, as applicable, the Master Association may, upon request of a Neighborhood, and shall, if so specified in a Supplemental Declaration affecting the Neighborhood, obtain and continue in effect adequate property and casualty insurance, if reasonably available at the Board's sole determination, on properties within the Neighborhood; provided, however, that at no time shall there be less than fire and extended coverage. Such coverage may be in such form as the Board deems appropriate and the face amount of the policy shall be sufficient to cover the full replacement cost of all structures to be insured. The costs thereof shall be charged to the Owners within the benefitted Neighborhood as a Neighborhood Assessment.

Insurance obtained on property within any Neighborhood, whether obtained by such Neighborhood or the Master Association, shall at a minimum comply with the applicable provisions of this Article 10, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which

this Article applies with regard to insurance on the Areas of Common Responsibility. All such insurance shall be in a face amount sufficient to cover the full replacement cost--of all insured structures. All such policies shall provide for a certificate of insurance to be furnished to each Member insured, to the Master Association, and to the Neighborhood Association, if any.

The Board shall also obtain a public liability policy covering the Master Association and its Members with respect to the Area of Common Responsibility, insuring the Master Association and its Members for all damage or injury caused by the negligence of the Master Association, any of its Members or agents or any other person who has a right to occupy a Unit or residential parcel. The public liability policies shall have at least a Three Million Dollars (\$3,000,000.00) per occurrence limit, and any part thereof insured as umbrella liability shall be acceptable, and a minimum of Two Hundred Fifty Thousand Dollars (\$250,000.00) limit on property damage.

Premiums for all insurance on the Area of Common Responsibility shall be Operating Expenses of the Master Association and shall be included in the Annual Assessment, as more particularly described in Paragraph 7.2; provided, in the discretion of the Board, premiums for insurance on Exclusive Neighborhood Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted thereby, and assessed as a Benefitted Assessment against the property benefitted unless the Board reasonably determines that other treatment of the premiums is more appropriate. The policies may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Master Association as trustee for the respective benefitted parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

10.1.1. All policies shall be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating which is available.

10.1.2. All policies on the Area of Common Responsibility, as applicable, shall be for the benefit of the Master Association and its Members; all policies secured at the request of a Neighborhood shall be for the benefit of the Neighborhood Association, if any, the Owners within the Neighborhood, and their Institutional Mortgagees, as their interests may appear.

10.1.3. Exclusive authority to adjust losses under policies obtained by the Master Association on the Committed Property shall be vested in the Board; provided, however, no

Institutional Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

10.1.4. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners or their Institutional Mortgagees.

10.1.5. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available at the Board's sole determination, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Broward County, Florida area.

10.1.6. The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Master Association or its duly authorized manager without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Master Association, its manager, any Owner, or Institutional Mortgagee;

(v) a statement that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) a statement that the Master Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Article 10, the Board shall obtain, as an Operating Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Master Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the Annual Assessments on all Units or residential parcels, plus reserves on

hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Master Association of any cancellation, substantial modification, or non-renewal.

10.2. Individual Insurance

By virtue of taking title to a Unit or residential parcel subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and the Master Association that each Owner shall carry casualty insurance with fire and extended coverage on the Unit or residential parcel and structures constructed thereon, meeting the same requirements as set forth in this Article 10 for insurance on the Area of Common Responsibility, unless either the Neighborhood in which the Unit or residential parcel is located or the Master Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his or her Unit or residential parcel, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Committee. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. Unless otherwise provided in a Supplemental Declaration, if a structure is totally destroyed, the Owner may, subject to the approval of the Committee, decide not to rebuild or to reconstruct, in which case the Owner shall clear the property of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction, and thereafter the Owner shall continue to maintain the property in a neat and attractive condition.

A Neighborhood may have more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Units or residential parcels within the Neighborhood and the standard for returning the Units or residential parcels to their natural state if the structures are not rebuilt or reconstructed.

10.3. Damage and Destruction

10.3.1. Immediately after damage or destruction by fire or other casualty to all or any part of the Committed Property covered by insurance written in the name of the Master Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Committed Property. Repair or reconstruction, as used in this Paragraph, means repairing or restoring the Committed Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

10.3.2. Any damage or destruction to the Areas of Common Responsibility, Exclusive Neighborhood Common Area or to the common property of any Neighborhood Association shall be repaired or reconstructed unless the Voting Members representing at least

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seventy-five percent (75%) of the total "Class A" votes of the Association, if Areas of Common Responsibility or the Owners representing at least seventy-five percent (75%) of the total votes of the Neighborhood whose Exclusive Neighborhood Common Area is damaged, or the Owners representing at least seventy-five percent (75%) of the total votes of the Neighborhood Association whose common property is damaged, if common property of a Neighborhood Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Master Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No Institutional Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Areas of Common Responsibility, Exclusive Neighborhood Common Area or common property of a Neighborhood shall be repaired or reconstructed.

10.3.3. If it should be determined in the manner described above that the damage or destruction to the Areas of Common Responsibility, Exclusive Neighborhood Common Area or to the common property of any Neighborhood Association shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Committed Property shall be restored to their natural state and maintained by the Master Association, or the Neighborhood Association, as applicable, in a neat and attractive condition consistent with the standards promulgated by the Committee and this Master Declaration.

10.4. Disbursement of Proceeds

If the damage or destruction for which the proceeds of insurance policies held by the Master Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. If no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Institutional Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Master Association and placed in a capital improvements account. This is a covenant for the benefit of any Institutional Mortgagee of a Unit or residential parcel and may be enforced by such Institutional Mortgagee.

10.5. Repair and Reconstruction

If the damage or destruction to the Areas of Common Responsibility, Exclusive Neighborhood Common Area or to the common property of a Neighborhood Association for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special

Assessment against all Owners, on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners of property in the affected Neighborhood shall be subject to assessment therefor. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

11. NO PARTITION

Except as is permitted in this Master Declaration or amendments thereto, there shall be no judicial partition of the Common Areas, Exclusive Neighborhood Common Area or any part thereof, nor shall any person acquiring any interest in the Committed Property or any part thereof seek any judicial partition unless the Committed Property has been removed from the provisions of this Master Declaration. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Master Declaration.

12. CONDEMNATION

Whenever all or any part of the Areas of Common Responsibility or Exclusive Neighborhood Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Voting Members, representing at least seventy-five percent (75%) of the total "Class A" votes in the Master Association and of Declarant, as long as Declarant owns any portion of the Total Property by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Areas of Common Responsibility or Exclusive Neighborhood Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, Declarant, so long as Declarant owns any portion of the Total Property, and Voting Members representing at least seventy-five percent (75%) of the total "Class A" votes of the Master Association shall otherwise agree, the Master Association shall restore or replace such improvements so taken on the remaining land included in the Areas of Common Responsibility or Exclusive Neighborhood Common Area to the extent lands are available therefor, in accordance with plans approved by the Committee. If such improvements are to be repaired or restored, the above provisions in Article 10 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Areas of Common Responsibility or Exclusive Neighborhood Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine.

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13. GENERAL PROVISIONS

13.1. Duration

All of the covenants, agreements and restrictions covering the Committed Property, including the land use covenants and the affirmative covenants to pay Operating Expenses and Neighborhood Expenses, shall run with and bind the Committed Property and shall inure to the benefit of and be binding upon Declarant, the Master Association, the Neighborhood Associations and all Owners, their respective legal representatives, heirs, successors and assigns for a term of seventy-five (75) years from the date this Master Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless after the seventy-five (75) year term or any ten (10) year extension thereof an instrument signed by the persons or entities then owning two-thirds (2/3) of all Contributing Units is recorded amongst the Public Records of the County, agreeing to terminate said covenants and restrictions. No such instrument shall be effective, however, unless made and recorded at least one (1) year in advance of the effective date of such termination.

13.2. Incorporation of Silver Shores Documents

Any and all deeds conveying a portion of the Committed Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the applicable Silver Shores Documents, including, but not limited to, this Master Declaration, whether or not the incorporation of the terms and conditions of the Silver Shores Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Silver Shores Documents.

13.3. Amendment and Modification

The process of amending or modifying this Master Declaration shall be as follows:

13.3.1. Prior to Turnover Date. Until the Turnover Date, all amendments or modifications shall only be made by Declarant, or its successors or assigns, without the requirement of the consent of the Master Association or the Owners; provided, however, that the Master Association shall, forthwith upon request of Declarant, or its successors or assigns, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant, or its successors or assigns, shall, from time to time, request.

13.3.2. After Turnover Date. After the Turnover Date, this Master Declaration may be amended by the approval of the Voting Members representing two thirds (2/3) of the total votes of the membership of the Master Association, joined by Declarant, or its successors or assigns, provided that Declarant, or its successors or assigns, shall own a fee simple title to any portion of the Total Property.

13.3.3. Scrivener's Error. Notwithstanding anything to the contrary herein contained, Declarant reserves the right to amend

this Master Declaration and any exhibits thereto so as to correct any scrivener's or other errors or omissions not affecting the rights of Owners, lienors, or mortgagees. Such amendment need be executed and acknowledged only by Declarant and need not be approved by the Master Association, the Neighborhood Associations, Owners, lienors, or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after the Turnover Date.

13.3.4. Fulfill Requirements of Governmental Agency. Further, Declarant may, in its sole discretion, with the approval of no person, including without limitation any Institutional Mortgagees, amend this Master Declaration if necessary to do so for purposes of fulfilling the requirements of any governmental entity or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Department of Housing and Urban Development (HUD), the Veterans Administration (VA), and the Federal Housing Administration (FHA). Nothing contained herein however, shall require Declarant to make an amendment to this Master Declaration for any purpose whatsoever.

13.3.5. Copy to Declarant. After the Turnover Date, a true copy of any amendment to this Master Declaration adopted in accordance with the terms herein shall be sent via certified mail by the Master Association to Declarant within five (5) days of its adoption.

13.3.6. No Impairment or Prejudice. Notwithstanding anything to the contrary herein contained, no amendment to this Master Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Master Association, or any Institutional Mortgagee under this Master Declaration or any other Silver Shores Document without the specific written approval of Declarant, such Institutional Mortgagee or the Master Association affected thereby.

13.4. Severability

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained, or the reduction in time by reason of any rule of law known as the "rule against perpetuities" shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law. In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of law known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Master Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the incorporators of the Master Association.

13.5. Member Approval of Master Association Action

Notwithstanding anything contained herein to the contrary, the Master Association shall be required to obtain the approval of eighty percent (80%) of all the Members by vote cast by and through

the Members (and not cast by and through their respective Voting Members) (at a duly called meeting of the Master Association called by the Members at which a quorum is present) prior to the payment of or contracting for legal or other fees to persons or entities engaged by the Master Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (i) the collection of Assessments;
- (ii) the collection of other charges which Owners are obligated to pay pursuant to the Silver Shores Documents;
- (iii) the enforcement of the terms and restrictions set forth in Article 8 hereof;
- (iv) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Areas, Areas of Common Responsibility or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Members); or
- (v) filing a compulsory counterclaim.

Notwithstanding anything contained herein to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by seventy-five percent (75%) of all Members represented by the Voting Member.

13.6. Declarant Approval of Master Association Actions

If Declarant, or its successor or assign, holds any portion of the Total Property for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by Declarant, or its successor or assign:

13.6.1. Assessment of Declarant, or its successor or assign, as an Owner for capital improvements; and

13.6.2. Any action by the Master Association that would be detrimental to the sales of Units or residential parcels by Declarant, or its successor or assign. The determination as to what actions would be detrimental to sales shall be in the sole discretion of Declarant, or its successor or assign; provided, however, that an increase in assessments for Operating Expenses without discrimination against Declarant, or its successor or assign, shall not be deemed to be detrimental to the sales of Units or residential parcels.

13.7. Enforcement

Each Neighborhood, Unit, residential parcel, and all Owners shall be governed by and shall comply with the applicable Silver Shores Documents. The covenants and restrictions herein contained may be enforced by Declarant, or its successor or assign, the Master Association, a Neighborhood Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the

Committed Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, --firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees. The failure of the Board to object to Owners or other parties failure to comply with covenants or restrictions contained herein or in any other of the Silver Shores Documents now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Silver Shores Documents.

13.8. Right of Entry

The Master Association shall have the right, but not the obligation, to enter into any Unit or residential parcel for emergency and safety reasons, and to inspect for the purpose of ensuring compliance with this Master Declaration, the Bylaws, and the Master Association rules, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personal in the performance of their respective duties. No such entry shall be deemed a trespass or other offense. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Master Association to enter a Unit or residential parcel to cure any condition which may increase the possibility of a fire or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

13.9. Cumulative Effect

The covenants, restrictions, and provisions of this Master Declaration shall be cumulative with those of any Neighborhood, and the Master Association may, but shall not be required to, enforce the latter; provided however, in the event of conflict between or among such Neighborhood Covenants, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood shall be subject and subordinate to those of the Master Association. Notwithstanding the foregoing, Neighborhood Covenants which are more restrictive shall not be deemed a conflict. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Master Association.

13.10. Disclaimer of Security

The Master Association may, but shall not be obligated to, maintain or support certain activities within the Committed Property designed to make the Committed Property safer than they otherwise might be. Declarant shall not in any way or manner be held liable or responsible for any violation of this Master Declaration by any person other than Declarant. Additionally, NEITHER DECLARANT NOR

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THE MASTER ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL MEMBERS AGREE TO HOLD DECLARANT AND THE MASTER ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE MASTER ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE COMMITTED PROPERTY. NEITHER THE MASTER ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY UNIT OR RESIDENTIAL PARCEL, TENANTS, GUESTS AND INVITEES OF ANY OWNER, ACKNOWLEDGE THAT THE MASTER ASSOCIATION AND ITS BOARD, DECLARANT, OR ANY SUCCESSOR DECLARANT AND THE COMMITTEE DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT OR RESIDENTIAL PARCEL, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE MASTER ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY UNIT OR RESIDENTIAL PARCEL AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS OR RESIDENTIAL PARCELS, AND TO THE CONTENTS OF UNITS OR RESIDENTIAL PARCELS AND FURTHER ACKNOWLEDGES THAT THE MASTER ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMITTED PROPERTY, IF ANY.

13.11. Notices

13.11.1. To Declarant: Notice to Declarant shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records in the Department of State of the State of Florida, or at any other location designated by Declarant.

13.11.2. To Master Association: Notice to the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records in the Department of State of the State of Florida, or at any other location designated by the Master Association.

13.11.3. To Member: Notice to any Member of a violation of any of these restrictions, or any other notice as may be required herein, shall be in writing and delivered or mailed to the Member at the address shown on the tax rolls of the County or to the address of the Member, as shown on the deed recorded in the Public Records of the County, or to the address of the Member as

filed with the Secretary of the Master Association, or if a Member is a corporation, to its principal place of business as shown by the records in the Department of State of the State of Florida or its state of incorporation.

13.12. Rights of Institutional Mortgagees

13.12.1. Right to Inspect Books, Records and Financial Statements. The Master Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Silver Shores Documents and the books, records and financial statements of the Master Association to Declarant, Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Committed Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Unit or residential parcel upon written request to the Master Association.

13.12.2. Rights of Listed Mortgagee. Upon written request to the Master Association, identifying the name and address of an Institutional Mortgagee ("Listed Mortgagee") and the legal description of such Unit or residential parcel, the Master Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Committed Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Master Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Unit or residential parcel; and

(d) Any failure by an Owner owning a Unit or residential parcel encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Silver Shores Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Master Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.12.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Master Association, be entitled to financial statements for the Master Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12.4. Failure of Listed Mortgagee or Institutional Mortgagee to Respond. Any Listed Mortgagee or Institutional Mortgagee who receives a written request from the Board to respond to any such action shall be deemed to have approved such action if the Master Association does not receive a written response from such mortgagee within thirty (30) days of the date of the Master Association's request, provided such request is delivered to the

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Listed Mortgagee or Institutional Mortgagee by certified or registered mail, return receipt requested.

13.13. Captions, Headings and Titles

Article and Paragraph captions, headings and titles inserted throughout this Master Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Master Declaration.

13.14. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa. Whenever reference is made to this Master Declaration, any Neighborhood Covenants, Articles, Bylaws and rules, articles and bylaws of a Neighborhood Association or any other document pertaining to Silver Shores, such reference shall include any and all amendments and supplements thereto.

13.15. Interpretation

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

13.16. Inapplicability of the Condominium Act

It is acknowledged that the Master Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Chapter 718, Florida Statutes.

13.17. Enforcement of Neighborhood Covenants

In the event that any Neighborhood Association does not enforce any or all provisions of its Neighborhood Covenants, or perform any of its duties and responsibilities pursuant to its articles of incorporation, bylaws or rules and regulations, Declarant, in Declarant's sole discretion, or the Master Association, in the Master Association's sole discretion, may enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance from the Neighborhood Association. Each Neighborhood Association and each Owner shall permit Declarant, the Master Association, their designee, or any agent or employee to enter upon any Exclusive Neighborhood Common Area and upon a residential parcel or Unit during reasonable hours (and with at least twenty-four (24) hours prior notice to the applicable occupant except in cases of emergency), to carry out the provisions of this Master Declaration and correcting any violation of this Master Declaration and the same shall not constitute a trespass.

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13.18. Assignment of Declarant's Rights

Declarant shall have the right to assign, in whole or in part, any rights granted it under this Master Declaration.

13.19. Cable and Telecommunications Systems

13.19.1. Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, without obligation, to construct or install over, through, under, across and upon any portion of the Committed Property for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Committed Property shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving, and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection; and (ii) transmitting, the facilities and equipment of which shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

13.19.2. Declarant or the Master Association shall have the right to enter contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interests of the Committed Property. Should Declarant enter into a contract or contracts pursuant to this Paragraph 13.19.2, then the Master Association shall to the extent Declarant assigns its rights and obligations under any such contract or contracts accept such assignment, the Master Association hereby agrees to be bound by all of the terms and provisions of the contract or contracts.

13.19.3. The term "Contractual Designee" or "Designees" shall mean the company of companies with which Declarant or the Master Association has contracted for the furnishing of such System services.

13.19.4. Every Unit subscribing to the services provided by any contract for the System shall be subject to a charge, payable per Unit on the first day of each month or quarter in advance, for basic cable television programming services. The Master Association shall impose, along with Operating Expenses, against each such unit a cable Assessment as it shall determine, in

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the amount of the basic fees due and payable for the System and shall collect same and forthwith remit the amount collected to the Contractual Designee providing the System services.

13.19.5. Declarant may excuse portions of the Committed Property from the provisions of this Paragraph 13.19 which, in the determination of Declarant, have uses for System services inconsistent with the overall design of such services in the Committed Property as a whole.

14. ARCHITECTURAL REVIEW COMMITTEE

14.1. Composition of Architectural Review Committee

The Declarant, its designees or assigns, acting in its own name, shall constitute the Architectural Review Committee (the "Committee") until such time as Declarant, in its sole and absolute discretion, shall appoint at least three but no more than five members, which shall thenceforth constitute the Committee. In the event a member of such Committee resigns or becomes unable to serve thereon, the Declarant shall appoint his or her successor. If Declarant has not appointed such a Committee by the time Declarant ceases to own any property subject to this Master Declaration, the Master Association shall appoint members to act as the Committee.

a. Review by the Committee

In order to enhance, maintain and preserve the aesthetic beauty and the property values of the Committed Property, no building, fence, wall, or other structure or improvement (including landscaping) shall be commenced, painted, erected or maintained upon the Committed Property, nor shall any exterior addition, change or alteration be made to any previous improvement on a Unit, nor shall any awning, canopy, shutter, or antenna be attached to or placed upon outside walls or roofs of buildings or other improvements, until the proposals, drawings, blueprints, and plans and specifications showing the nature, kind, shape, height, materials, color selection, and location of the same (hereinafter referred to as "Plans and Specifications") shall have been submitted to, and approved in writing by, the Committee upon its satisfaction as to the harmony of exterior design and location in relation to surrounding structures and topography and as to the conformance of the Plans and Specifications to the Guidelines. Approval by the Committee shall also depend upon the assurance that any damage to the Committed Property as a result of such additions or alterations will be repaired in a timely fashion. The Committee shall use the Guidelines as conditions to its approval of Plans and Specifications and may require submission of additional Plans and Specifications or other information prior to approving or rejecting the Plans and Specifications submitted. The Committee may also issue rules and regulations setting forth procedures for the submission of Plans and Specifications submitted for its review as it deems proper. Upon receipt by the Committee of any required Plans and Specifications, the Committee shall have thirty (30) days within which to approve or reject such proposed Plans and Specifications and, if the Committee has not expressed its approval or rejection of same in writing within said thirty (30) day period, said Plans and Specifications shall be deemed to have been approved in writing. All changes and alterations to any Unit shall also be subject to all

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applicable permit requirements and other governmental laws, statutes, ordinances, rules, regulations, orders, codes and decrees.

b. Approval Not to be Construed as Waiver

The approval by the Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar Plans and Specifications submitted for approval or consent.

c. Committee Expenses

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, which such expenses shall be the sole responsibility of Owner. If such expenses are not paid by the Owner to the Committee within fourteen (14) days of such notice, the Committee shall levy and collect a Special Assessment against such Owner for reimbursements pursuant to the provision of this Declaration.

d. Limitations on Committee Liability

Neither the Committee, nor the Declarant, nor the Master Association shall be liable to any Owner or other person or entity for any loss, damage or injury arising out of, or in any way connected with, the performance or nonperformance of the Committee's duties hereunder, unless due to the willful misconduct or gross misconduct of an individual member and only the member engaging in such willful misconduct shall have any liability in such event.

e. Variances

The Committee may grant written variances from compliance with the architectural provisions of this Master Declaration and Guidelines when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, in which event no violation of the conditions and restrictions contained in this Master Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Master Declaration, except to the extent covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Unit.

f. Compliance with Covenants and Restrictions

Except as otherwise provided for in this Article, all construction and other activities for which approval must be obtained from the Committee shall be in compliance with the covenants and restrictions of this Master Declaration and the Plans and Specifications approved by the Committee.

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g. Attorneys' Fees and Costs

For all purposes necessary to enforce, defend or construe this Article, the Declarant, the Committee and the Master Association, as appropriate, shall be entitled to collect Legal Fees from the Owner, whether or not judicial proceedings are involved, which amounts shall constitute a lien against the Owner's Unit and be enforced in the same manner as provided in this Master Declaration.

h. Exemption of Declarant

The terms and provisions set forth in this Article do not apply to Declarant, or its successors and assigns, or to any Unit or residential parcel owned by Declarant, or its successors or assigns.

15. RIGHTS OF DECLARANT'S MORTGAGEE

The following rights and exemptions apply to the any person, entity or lending institution owning a mortgage encumbering any portion of the Total Property owned by Declarant ("Declarant's Mortgagee") and any person or entity who acquires title to any portion of the Total Property encumbered by the mortgage held by Declarant's Mortgagee directly or indirectly as a result of or in connection with foreclosure of Declarant's Mortgagee's mortgage or a deed in lieu thereof. These rights and exemptions shall automatically accrue in favor of any successor in interest of any of the foregoing persons or entities. The specific rights and exemptions are as follows:

15.1.1 The right to record Supplemental Declarations which convert portions of the Total Property owned by such entities to Committed Property. This right also includes the right to designate Maintenance Properties, Exclusive Neighborhood Common Area and Neighborhoods within the Committed Property.

15.1.2. The right to be exempt from the requirements pertaining to architectural approval by the Committee as set forth in the Architectural Covenants.

15.1.3. The right to be exempt from the payment of Assessments to the same extent that Declarant is exempt from the payment of Assessments.

15.1.4. The right to be exempt from payment of the Working Fund Contribution as described in Paragraph 6.4 of this Master Declaration whether upon conveying a portion of the Committed Property or receiving a conveyance of the Committed Property.

15.1.5. The right to enjoy and exercise use of the easements described in Paragraph 3.4.

15.1.6. The right to be exempt from the provisions, restrictions, terms, and conditions of Article 8.

The Declarant, and its successors or assigns, shall be exempt from the provisions of this Article with respect to all

improvements, alterations and additions which Declarant, or its successors or assigns, shall make in the Committed Property.

IN WITNESS WHEREOF, this Master Declaration has been signed by Declarant and the Master Association on the respective dates set forth below.

WITNESSES:

GLSL ASSOCIATES, a joint venture

By: G.L. HOMES OF MIRAMAR CORPORATION, a Florida corporation, a joint venture partner

By: [Signature] V.P.
Alan Fant, Vice President

[Signature]
Signature
Howard D. Cohen
Printed Name
[Signature]
Signature
DAVID T. Adonailo
Printed Name

Attest: [Signature]
(SEAL)

~~AND~~
~~By: _____,~~
~~a _____, a joint~~
~~venture partner~~
~~By: _____,~~
~~_____ President~~
~~Signature~~
~~Printed Name~~
~~Signature~~
~~Printed Name~~
~~Attest: _____~~
~~(SEAL)~~

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SILVER SHORES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

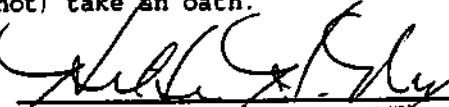
By: [Signature] V.P.
Alan Fant

Attest: [Signature]
(SEAL)

[Signature]
Signature
Howard D. Cohen
Printed Name
[Signature]
Signature
DAVID T. Adonailo
Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29th day of September, 1995 by ALAN FANT, Vice President of G.L. HOMES OF MIRAMAR CORPORATION, a Florida corporation, a joint venture partner, of GLSL ASSOCIATES, a joint venture, freely and voluntarily under authority duly vested in him by said corporation on behalf of the joint venture and that the seal affixed thereto is the true seal of the corporation. He is personally known to me or has produced _____ as identification and did (did not) take an oath.


Notary Public



HILDA N. NDC
MY COMMISSION # CC375691 EXPIRES
JUNE 1, 1999
BONDED THRU TROY FACH ASSURANCE, INC.

Typed, Printed or Stamped Notary
Name

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of September, 1995 by _____, President of _____, a _____, a joint venture partner, of GLSL ASSOCIATES, a joint venture, freely and voluntarily under authority duly vested in him by said corporation on behalf of the joint venture and that the seal affixed thereto is the true seal of the corporation. He is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public

Typed, Printed or Stamped Notary
Name

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 29th day of September, 1995 by ALAN FANT, the Vice-President of SILVER SHORES MASTER ASSOCIATION, INC., a Florida corporation, freely and voluntarily under authority duly vested in

him/her by said corporation and that the seal affixed thereto is the true seal of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public



HILDA H. NIX
MY COMMISSION # CC375891 EXPIRES
JUNE 1, 1998
SIGNED THIS TRUST INSURANCE, INC.

Typed, Printed or Stamped Notary Name

My Commission Expires:

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TABLE OF EXHIBITS

- EXHIBIT A - Legal Description of Total Property
- EXHIBIT B - Legal Description of Committed Property
- EXHIBIT C - Site Plan of Silver Shores
- EXHIBIT D - Articles of Incorporation of the Master Association
- EXHIBIT E - Bylaws of the Master Association

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EXHIBIT A

LEGAL DESCRIPTION OF TOTAL PROPERTY.

The plat of the FERRIS TRUST PLAT, according to the Plat thereof,
as recorded in Plat Book 159, Page 14 in the Public Records of
Broward County, Florida.

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EXHIBIT B

LEGAL DESCRIPTION OF COMMITTED PROPERTY

All that certain property of the Total Property lying west of DYKES ROAD (S.W. 160th Avenue), as more particularly depicted on the FERRIS TRUST PLAT, recorded in Plat Book 159, Page 14 in the Public Records of Broward County, Florida.

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EXHIBIT C

SITE PLAN OF SILVER SHORES - --

The Site Plan of Silver Shores shall be attached and recorded as an amendment to this Master Declaration.

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EXHIBIT D

ARTICLES OF INCORPORATION - --

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ARTICLES OF INCORPORATION
OF
SILVER SHORES MASTER ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

All definitions in the Declaration of Covenants, Restrictions and Easements for Silver Shores to be recorded in the Public Records of Broward County, Florida, as may be amended from time to time (hereinafter referred to as the "Master Declaration"), are incorporated by reference herein for all intents and purposes.

ARTICLE II
NAME

The name of this corporation shall be SILVER SHORES MASTER ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall be herein referred to as the Association. The present address of this corporation is 1401 University Drive, Suite 200, Coral Springs, Florida, Florida 33071.

ARTICLE III
PURPOSE

The purposes for which the Association is organized are (i) to be and constitute the Association to which reference is made in the Master Declaration; (ii) to perform all obligations, responsibilities and duties of the Association in accordance with the terms, provisions and conditions contained in the Master Declaration and other Silver Shores Documents; (iii) to carry out the covenants and enforce the provisions relative to the

Association as set forth in the Master Declaration and other Silver Shores Documents; (iv) to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association; and (v) to provide an entity for the furtherance of interests of Owners in Silver Shores. The Association is not intended to be, nor shall it be deemed to be, a condominium association within the meaning of Chapter 718, Florida Statutes.

ARTICLE IV POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Master Declaration.

B. The Association shall have all of the powers to be granted to the Association in the Master Declaration.

C. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

1. To do any acts required or contemplated by it under the Master Declaration or other Silver Shores Documents;

2. To enforce reasonable rules and regulations governing the Areas of Common Responsibility, Exclusive Neighborhood Common Area, Committed Property or any portions thereof;

3. To make, levy and collect Assessments as set forth in the Declaration, including, without limitation, for the purpose of obtaining funds for the payment of Operating Expenses and "Neighborhood Expenses" (as defined in the Master Declaration) in the manner provided in the Master Declaration, and to use and expend the proceeds of such Assessments in the exercise of its powers and duties hereunder;

4. To administer, manage and operate the Areas of Common Responsibility and Exclusive Neighborhood Common Area in

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Prepared by: Mark F. Grant, Esq., FL Bar #218881
Ruden Barnett, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(305) 764-6660

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accordance with the Master Declaration and to maintain, repair, replace and operate the Common Areas and Exclusive Neighborhood Common Area in accordance with the Master Declaration;

5. To enforce by legal means the obligations of the membership of the Association and the provisions of the Master Declaration;

6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Common Areas and to enter into any other agreements consistent with the purposes of the Association;

7. To maintain the property adjacent to Committed Property in accordance with the provisions of the Master Declaration;

8. To accept an assignment by Declarant to appoint the members of the Committee as set forth in the Master Declaration; and

9. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Common Areas in a proper and aesthetically pleasing condition.

ARTICLE V MEMBERSHIP AND VOTING RIGHTS

A. Membership

Every person or entity who or which is a record Owner of a fee or undivided fee interest in any Unit or residential parcel which is subject to the Master Declaration shall be a Member of the Association and shall be entitled to vote except as specifically provided herein or in the Bylaws, provided that any such person or entity who merely holds record ownership merely as security for the performance of an obligation shall not be a Member of the Association.

No Owner, whether one (1) or more persons, shall have more than one (1) membership per Unit or residential parcel owned.

If the Owner of a Unit or residential parcel is more than one (1) person, voting and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of the Master Declaration, these Articles and the Bylaws. The membership rights of a Unit or residential parcel owned by a corporation or partnership shall be exercised by the individual designated from time to time by the Owner, in a written instrument provided to the Secretary, subject to the provisions of the Master Declaration, these Articles and the Bylaws.

B. Voting

The Association shall have two (2) classes of membership; "Class A" and "Class B" as follows:

1. Class A. "Class A" Members shall be all those Owners, as defined in paragraph A above with the exception of Declarant (as long as the "Class B" Membership shall exist, and thereafter, Declarant shall be a "Class A" Member to the extent it would otherwise qualify). Unless otherwise specified in the Master Declaration, these Articles or Bylaws, the vote for each Unit or residential parcel shall be exercised by the Voting Member representing the Neighborhood of which the Unit or residential parcel is a part.

"Class A" Members who are also members of a Neighborhood Association shall have their votes cast by one (1) Voting Member for each such respective Neighborhood Association, each such Voting Member to have and cast votes in all Membership matters for each "Class A" Member as hereinafter set forth who is a member of such Voting Member's Neighborhood Association. A Voting Member for a particular Neighborhood Association shall assume his position as a Voting Member at the time provided in the Silver Shores Documents. At such time, and at all times thereafter, the Voting Member for a Neighborhood which has a Neighborhood Association shall be the president of such Neighborhood Association. The next most senior officer shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member. The Voting Member may cast all such votes as it, in its discretion, deems appropriate.

"Class A" Members located in a specific Neighborhood who are not also members of a Neighborhood Association shall be

entitled to elect from among themselves up to a five (5) person Neighborhood Committee which chairperson of the Neighborhood Committee shall be the one (1) Voting Member to have and cast votes in all Membership matters for each "Class A" membership in the Neighborhood as hereinafter set forth. The first election of the Neighborhood Committee and the election of a chairperson shall be conducted at the time and in the manner provided herein and in the Bylaws. The vice chairperson shall be the alternate Voting Member and may cast such votes in the absence of the Voting Member. The Voting Member may cast all such votes as he or she, in his or her discretion, deems appropriate. At such time and at all times thereafter, the "Class A" Members owning Units or residential parcels in a Neighborhood shall elect their committee members by plurality vote, using a written ballot (unless dispensed with by unanimous vote), at a meeting at which at least a majority of the Members of such Neighborhood are present. The President of the Association shall call the meeting for the required time and an officer of the Association shall certify the Members eligible to vote as aforesaid and shall attend and chair the election meeting and certify to the Association the results thereof. Neighborhood election meetings in Neighborhoods without a Neighborhood Association shall be governed by Roberts Rules of Order (latest edition) to the extent not inconsistent with the Master Declaration, these Articles or Bylaws.

Voting Members shall serve one (1) year terms (but may succeed themselves) or until their successors are duly elected and have qualified. In the event that a Voting Member is from a Neighborhood Committee (as opposed to one serving as a Voting Member by virtue of being a President of a Neighborhood Association) resigns, or otherwise ceases to serve as a Voting Member, prior to the expiration of his term, the President of the Association shall institute election proceedings as provided in these Articles and the Bylaws so that the "Class A" Members in the affected Neighborhood may elect a replacement Voting Member.

In any situation when a Member is entitled personally to exercise the vote for his or her Unit or residential parcel and more than one (1) person holds the interest in such Unit or residential parcel required for membership, the vote for such Unit or residential parcel shall be exercised as those persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the

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vote of the Unit or residential parcel shall be suspended if more than one (1) person seeks to exercise it.

Notwithstanding anything provided herein, there shall be no vote(s) for any Unit(s) or residential parcel(s) owned by the Association.

2. Votes of "Class A" Members are assigned as follows: "Class A" Members owning Units shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Paragraph V.A hereof; there shall be only one (1) voter per Unit. Residential parcels shall be assigned the number of votes equal to the share of assessment for Operating Expenses for which such residential parcel shall be obligated. As set forth hereinabove, the votes of "Class A" Members shall be cast by the Voting Member representing the Neighborhood to which the Unit or residential parcel is a part; provided, however, notwithstanding the assignment of the Votes of "Class A" Members set forth herein, each Voting Member representing a Neighborhood shall have the right to appoint one (1) Director.

3. Class B. The "Class B" Voting Member shall be Declarant, and its successors and assigns, or a representative thereof designated by it in a written notice to the Association, who shall have and cast one (1) vote in all Association matters, plus two (2) votes for each vote which may be cast by the "Class A" Voting Members, except that the "Class B" Member shall not vote in any election of "Class A" Voting Members. Such "Class B" Voting Member may be removed and replaced by Declarant in its sole discretion. The "Class B" Membership shall cease and terminate (and convert to a "Class A" Membership) at such time as Declarant elects, but in no event later than the Turnover Date.

C. Meetings of Voting Members

The Bylaws of the Association shall provide for an annual meeting of Voting Members, and may make provisions for regular and special meetings of Voting Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Voting Members shall exist if the Voting Members having the power to cast a majority of the votes of the Members shall be present at the meeting.

D. General Matters.

When reference is made herein, or in the Master Declaration, Bylaws, rules and regulations, management contracts, or otherwise, to a majority or specific percentage of the Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members eligible to be cast by their respective Voting Members present 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 their Units or residential parcels) or of the individual Voting Members themselves. Unless some greater number is required under the Silver Shores Documents, the decision of a majority of the votes cast by Voting Members, as to the matter(s) to be agreed or voted upon shall be binding.

E. A quorum of the Members entitled to vote on any matter shall consist of the persons entitled to cast a majority of the votes regarding such matter.

F. No Member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association, except as an appurtenance to his Unit or residential parcel.

ARTICLE VI
TERM

The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be transferred only to another not-for-profit corporation or dedicated or conveyed to an appropriate governmental agency agreeing to accept such dedication or conveyance.

ARTICLE VII

The name and address of the Incorporator of these Articles is:

Mark F. Grant, Esq.
Ruden, Barnett, McClosky, Smith, Schuster & Russell, P.A.
200 East Broward Blvd, Ft. Lauderdale, Florida 33301.

ARTICLE VIII
OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more the Vice President(s), the Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President - Marcie DePlaza
Vice President - Alan Fant
Vice President - Neil Brennan
Treasurer - Richard M. Norwalk
Secretary - Richard M. Norwalk

ARTICLE X
BOARD OF DIRECTORS

A. There shall be three (3) members on the first Board ("First Board") who are to serve until the Turnover Date. The number of members of the Board subsequent to the First Board shall be determined by the Board from time to time, but shall not be less than five (5) Directors. Except for Declarant-appointed Directors, Directors must be selected from amongst the Members or the spouses, parents or children of such Members.

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B. Declarant, or its successors and assigns, reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Association until the Turnover Date. Upon the Turnover Date, Declarant shall cause all of the members of the First Board to resign, whereupon the Members shall elect Directors; provided, however, Directors shall be elected by the Voting Members with one Director elected from each Neighborhood. Notwithstanding the resignation of the First Board upon the Turnover Date as provided herein, so long as Declarant, or its successors and assigns, continues to own any property within Silver Shores, Declarant shall be entitled (but not required) to appoint one (1) Director. The Board so selected pursuant to this Paragraph C (including the one Director selected by Declarant, or its successors and assigns, if any) shall serve until the next annual meeting of Members whereupon a new Board shall be elected in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

D. The "Turnover Date" shall be the sooner to occur of the following:

1. Three months after ninety (90%) percent of the Units and residential parcels permitted to be built in the Total Property described in the Silver Shores Documents, have certificates of occupancy issued therein and have been conveyed to persons other than Declarant holding title solely for the purposes of development and sale; or

2. When Declarant, or its successors or assigns, elects to turn over control of the Board to the Members.

E. The Board shall control the operation of the Association and, except as otherwise specifically provided in the Master Declaration, shall possess all of the powers of the Association. All decisions of the Board shall be by a majority vote of the Directors present at a meeting of the Board at which a quorum is present and each Director shall be entitled to one (1) vote.

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ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all rights to which such Director or officer may be entitled by common or statutory law.

ARTICLE XII BYLAWS

The Bylaws of the Association adopted by the First Board may be thereafter altered, amended or rescinded as set forth therein. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. These Articles may be amended only as follows:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members through their respective Voting Members, which may either be the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Voting Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

(c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving: (i) the affirmative vote of the Voting Members entitled to cast two thirds (2/3) of the votes of the Members of the Association; and (ii) the affirmative vote of a majority of the members of the Board.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members of the Association (by their respective Voting Member, as applicable) and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Master Declaration or any amendments or Supplemental Declaration thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida. After the Master Declaration is recorded, a certified copy of each amendment of the Articles as restated to include such amendment shall be recorded amongst the Public Records of the County.

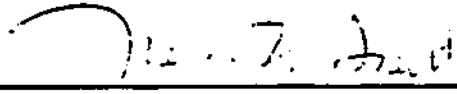
D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Declarant, or its successors or assigns, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Declarant, or its successors or assigns; or (ii) any Institutional Mortgagee (as defined in the Master Declaration) without the prior written consent of such Institutional Mortgagee, which consent shall not be unreasonably denied.

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ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT


The street address of the initial registered office of the Association is 200 East Broward Boulevard, Florida 33301 and the initial registered agent of the Association at that address shall be Mark F. Grant.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed signature, this 27th day of September, 1995.



Mark F. Grant, Incorporator

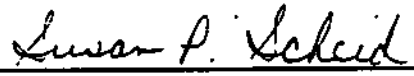
The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida General Corporate Act, including specifically Section 607.325.



Mark F. Grant, Registered Agent

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 27th day of September, 1995, by Mark F. Grant, the person described as the Incorporator in the foregoing Articles of Incorporation, who is personally known to me ~~or who has produced~~ _____
~~as identification and did (did not) take an oath.~~



Notary Public
SUSAN P. SCHEID
Printed, Typed or Stamped Notary Name
State of Florida at Large

My Commission Expires:

Prepared by: Mark F. Grant, Esq., FL Bar #218881
Ruden Barnett, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(305) 764-6660

FTL:91265:3

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EXHIBIT E

BYLAWS

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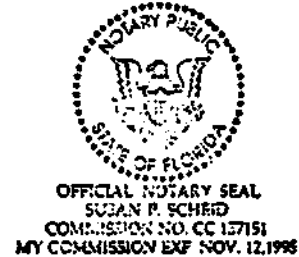
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STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of September, 1995, by Mark F. Grant, the person described as the Registered Agent in the foregoing Articles of Incorporation, who is personally known to me. ~~or who has produced~~ _____
~~_____ as identification and did (did not) take an oath.~~

Susan P. Scheid
Notary Public
SUSAN P. SCHEID
Printed, Typed or Stamped Notary Name
State of Florida at Large

My Commission Expires:



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Prepared by: Mark F. Grant, Esq., FL Bar #218881
Ruden Barnett, Et al., P. O. Box 1900
Fort Lauderdale, Florida 33301
(305) 764-6660

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BYLAWS

OF

SILVER SHORES MASTER ASSOCIATION, INC.

Section 1. Identification

These are the Bylaws of SILVER SHORES MASTER ASSOCIATION, INC. ("Bylaws"), a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes (hereinafter referred to as the "Association"). The Association has been organized for those purposes set forth in the Articles of Incorporation of the Association ("Articles").

1.1 The office of the Association shall be for the present at 1401 University Drive, Suite 200, Coral Springs, Florida 33071 and, thereafter, may be located at any place designated by the Board of Directors of the Association ("Board").

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

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

Section 2. Explanation of Terminology

The terms defined in the Articles as well as in the Declaration of Covenants, Restrictions and Easements for Silver Shores ("Master Declaration") are incorporated herein by reference.

Section 3. Membership; Members' Meetings; Voting

3.1 The Association shall have two (2) classes of membership, "Class A" and "Class B" as more fully set forth in the Articles, the terms of which pertain to membership are specifically incorporated herein by reference.

3.2 The Members, through their respective Voting Members as applicable, shall meet annually at the office of the Association or at such other place within the State of Florida at such time as determined by the Board and as designated in the notice of such meeting ("Annual Members' Meeting"), provided that there shall be an Annual Members' Meeting every year and to the extent possible, no later than twelve (12) months after the preceding Annual Members' Meeting. Meetings shall be of the Voting Members or their alternates. Unless changed by the Board, the first Annual Members' Meeting shall be held in the month of November following the recordation of the Master Declaration. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members to the Board, as applicable, and transact any other business authorized to be transacted by the Members through their respective Voting Members, as applicable.

3.3 Special meetings of the Members through their respective Voting Members, shall be held at any place within the State of Florida whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request or petition from Voting Members representing twenty-five percent (25%) of the total "Class A" votes of the Association. The notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, the Secretary, the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Member at his address as it appears on the records of the Association, with postage thereon prepaid.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section 3.4. No other proof of notice of a meeting is required.

3.5 Waiver of notice of a meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may waive notice of any meeting of the Voting Members, either before or after such meeting, if such waiver is done in writing. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling, or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

3.6 If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave then than a quorum, provided that Voting Members or their alternates representing at least twenty-five percent (25%) of the total "Class A" votes of the Association remain in attendance, and provided further that any action taken is approved by at least the Voting Members holding a majority of the votes required to constitute a quorum.

3.7 The Members shall not vote directly in Association matters but, rather, shall have their votes cast for them by their respective Voting Members:

(a) Members who are also members of a Neighborhood Association shall have their votes cast by one (1) Voting Member for each respective Neighborhood Association. Each Neighborhood Association shall appoint its president elected by its board of directors to act as the Voting Member (which election shall be certified by such board to the Association prior to the first meeting which the Voting Member is to attend and shall remain in effect until such board otherwise notifies the Association in writing). Such Voting Member shall have the number of votes for each Unit or residential parcel as set forth in the Articles subject to the jurisdiction of his or her respective Neighborhood Association. The alternate Voting Member shall be the next elected official of the Neighborhood Association.

(b) In the event that any Members are not also members of a Neighborhood Association, such Members shall elect from among themselves a group of up to five (5) people which comprise the Neighborhood Committee. The chairperson elected by the Neighborhood Committee is appointed to act as the Voting Member to have the number of votes for each Unit or residential parcel as set forth in the Articles owned by such Members. The alternate Voting Member shall be the vice chairperson. Such election shall be certified by such Members to the Association prior to the first meeting which the Voting Member is to attend and shall remain in effect until such Members otherwise notify the Association in writing.

(c) The procedure for the election of a Voting Member in Neighborhoods without a Neighborhood Association shall be: the President of the Association shall call a meeting of the Members in a Neighborhood, who shall hold a meeting in accordance with Roberts Rules of Order (latest edition) and shall nominate as many candidates for membership on their Neighborhood Committee as they deem appropriate. Upon closing of such nominations, each Member shall cast his or her vote for his or her chosen nominee(s) for Neighborhood Committee membership and the nominee(s) receiving the highest aggregate number(s) of votes of all participating Members shall be elected. Such persons shall then elect, from among themselves and by a majority vote, the chairperson of the Committee who shall be the Voting Member for the Neighborhood and a vice

chairperson who shall be the alternate Voting Member. The results of such election shall be certified to the Association by written notice signed by at least as many Neighborhood Committee members as may cast a majority its votes.

(d) In light of the representative role of Voting Members, all notices required herein and in the Master Declaration and Articles to be given by the Association to the Members shall be deemed so given when given to their respective Voting Members, it being such party's duty to advise his or her constituency of the contents of such notice if he determines that such advice is necessary to the conduct of his or her duties.

(e) Voting Members shall serve one (1) year terms (but may succeed themselves) or until their successors are duly elected and have qualified. Nothing shall preclude a Voting Member from serving as a Director or Officer of the Association.

3.8 The voting rights of the Members shall be as set forth in the Master Declaration and Articles, and such voting rights provisions are specifically incorporated herein. On any action on which a vote of Members is required, the consent of the Voting Members holding a majority of the votes of all Members at a duly-called Members' meeting shall be required for such action to be effective, unless a greater vote is otherwise required.

3.9 Voting Members may not vote by proxy but only in person or through their designated alternatives. The alternate Voting Member may cast the votes in place of the Voting Members.

3.10 As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totalling more than fifty (50%) percent of the total number.

3.11 Except as otherwise provided in these Bylaws or in the Master Declaration, the presence in person or by alternate of the Voting Members representing a majority of the total vote of the Association shall constitute a quorum at all meetings of the Association. Any provision in the Master Declaration or Articles concerning quorums is specifically incorporated herein.

3.12 The Voting Members may, at the discretion of the Board, act by written agreement in lieu of a meeting, provided written notice of the matter(s) to be agreed upon is given to the Voting

Members at the addresses and within the time periods set forth in Section 3.4 hereof or duly waived in accordance with Section 3.5. Unless some greater number is required under the Silver Shores Documents, the decision of a majority of the votes cast by Voting Members, as to the matter(s) to be agreed or voted upon shall be binding. Notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period in which the written response is to be received by the Association.

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

3.14 The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the Voting Members of the Association. Each Neighborhood Association shall at all times advise the Secretary of the Association of the names of the officers and directors of the Neighborhood Association, and of the number of Units or residential parcels within the property subject to the jurisdiction of the Neighborhood Association. Furthermore, upon request from the Association, the Neighborhood Association shall supply the Association with a current list of the names and addresses of Owners of Units or residential parcels subject to the jurisdiction of the Neighborhood Association. Each Member who is not subject to the jurisdiction of a Neighborhood Association shall at all times advise the Secretary of the Association of any change of the address of the Member, of any change of ownership of the Member's Unit or residential parcel, and of any change in the Units or residential parcels within the Member's property. The Association shall not be responsible for reflecting any changes, until notified of such changes in writing.

Section 4. Board of Directors; Meetings of the Board

4.1 Except for the First Board, the Board shall consist of the persons selected by the Voting Members in accordance with the Articles.

4.2 The provisions of the Articles setting forth the selection, designation, election and removal of the First Board of Directors are hereby incorporated herein by reference. The selection of Directors other than the First Board of Directors shall be conducted in the following manner:

(a) The Voting Member from each Neighborhood shall be the Director from that Neighborhood; and

(b) Vacancies on the Board shall be filled until the next annual Board meeting in the following manner: (i) a vacancy created by Voting Members-appointed Director shall be filled by the Neighborhood appointed by such Voting Member; and (ii) a vacancy created by a Declarant-appointed Director shall be filled by a person designated by Declarant or its successors or assigns. The fact that a vacancy exists on the Board shall not prevent the Board from meeting and acting.

4.3 If a vacancy on the Board results in the inability to obtain a quorum of Directors in accordance with these Bylaws, any Member may apply to the Circuit Court for the jurisdiction in which the Total Property exists for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the applying Member shall mail to the Association a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

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

4.5 The term of each Director's service shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly selected and qualified or until he or she is removed in the manner elsewhere provided.

4.6 Any Director elected by the Voting Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor must then be appointed by the Neighborhood whose Director was removed, to fill the vacancy for the remainder of such Director's term. In the event of the death, disability, or resignation of a Director, the Neighborhood such Director represented shall appoint a successor and such successor shall serve for the remainder of the term of such Director.

4.7 A Director designated by Declarant as provided in the Articles may be removed only by Declarant, or its successors or assigns, in its sole discretion and without any need for a meeting or vote. Declarant, or its successors or assigns, shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the First Board as to a Director designated by it, and Declarant shall notify the First Board as to any such removal or vacancy and the name of the successor Director and of the commencement date for the term of such successor Director.

4.8 The organizational meeting of a newly selected Board shall be held within ten (10) days of the Annual Members' Meeting and shall be the annual meeting of the Board. The organizational and annual meeting of the Board shall be held at such time and place as shall be determined by the Board. Such meeting shall be held at the office of the Association or at such other place and time as shall be fixed by the Directors at the Annual Members' Meeting. No further notice of the organizational and annual meeting shall be necessary, providing a quorum shall be present.

4.9 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived.

4.10 Special meetings of the Board may be called by the President or the Vice President and must be called by the Secretary at the written request of one-quarter (1/4) of the Directors. Not

less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.11 Any Director may waive notice of the regular and/or special meetings before or after such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his or her attendance is for the sole purpose of objecting, at the beginning of a meeting, to the transaction of business because the meeting is not lawfully called.

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

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

4.14 Directors' fees, if any, shall be determined by a majority of the Members.

4.15 The Board shall have the power to appoint an Executive Committee of the Board consisting of not less than three (3) Directors. The Executive Committee shall have and exercise such powers of the Board as may be given to it by the resolution of the Board establishing the Executive Committee during the period of time between meetings of the Board and such other powers of the Board as may be delegated to the Executive Committee by the Board from time to time. A quorum at an Executive Committee meeting

shall consist of a majority of its members. The acts of the Executive Committee approved by two (2) of its three (3) members shall constitute the acts of the Executive Committee.

4.16 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members and Directors at all reasonable times.

4.17 Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

Section 5. Powers and Duties of the Board

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Silver Shores Documents as well as all of the powers and duties of a director of a corporation not for profit in addition to the following:

5.1 The making and collecting of Assessments against Members to defray the Operating Expenses and Neighborhood Expenses;

5.2 The use of the proceeds of Assessments in the exercise of its powers and duties;

5.3 The maintenance, repair, replacement and operation of all of the Areas of Common Responsibility and the operation of the Association;

5.4 The reconstruction of improvements after casualty and the further improvement of the Areas of Common Responsibility;

5.5 The enforcement by legal means of the provisions of the Master Declaration in accordance therewith;

5.6 The entering into agreements and contracts for the operation, administration, maintenance and care of the Areas of Common Responsibility or any portion thereof and the delegation to another

person or entity of certain powers and duties of the Association with respect thereto;

5.7 The payment of taxes and assessments which are liens against any or all of the Areas of Common Responsibility and the appurtenances thereto, and assessment of the same against the Members subject to such liens;

5.8 The purchasing and carrying of insurance for the protection of the Areas of Common Responsibility and the Members against casualty and liability;

5.9 The payment of the cost of all power, water, sewer and other utility services rendered to the Areas of Common Responsibility;

5.10 The retention and hiring of such other employees as are necessary to administer and carry out the services required for the proper administration of the purposes of the Association and the payment of all salaries therefor;

5.11 The collection and payment of Operating Expenses including Special Assessments and Benefitted Assessments, as provided in the Master Declaration;

5.12 The appointment of members of the Committee as set forth in the Master Declaration; and

5.13 Making available to any prospective purchaser of a Unit or residential parcel, any Owner of a Unit or residential parcel, and any Institutional Mortgagee, current copies of the Master Declaration, the Articles, these Bylaws, and any rules governing the Unit or residential parcel and all other books, records, and financial statements of the Association subject to the Association's right to charge a reasonable fee for such copies.

Section 6. Officers

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or several Vice Presidents, a Treasurer, a Secretary and as many Assistant Secretaries and Assistant Treasurers as the Board shall determine, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the Directors at any meeting. The Board shall, from time to time, elect such other officers and assistant officers

and designate their powers and duties as the Board shall find to be necessary to manage the affairs of the Maintenance Association. One person may simultaneously hold two offices, except that the offices of President and Secretary shall be held by separate persons.

6.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint committees from among the Owners, from time to time, as he may, in his or her discretion, determine appropriate, to assist in the conduct of the affairs of the Association. If in attendance, the President shall preside at all meetings of the Board. The Board shall also have the power to appoint committees to the extent provided in Florida's Corporation Act and as provided in Section 12 hereof.

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

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

6.5 The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the Association in

accordance with good accounting practices; and he shall perform all of the duties incident to the office of Treasurer. The Assistant Treasurer, if any, shall assist the Treasurer and perform the duties of Treasurer, if the Treasurer is absent.

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

Section 7. Accounting Records; Fiscal Management

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by Members, or their authorized representatives at reasonable times. Authorization of a representative of a Member must be in writing, signed by an appropriate person giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to each Member. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each Member, the amounts and due dates for payment, amounts paid upon the account and the balance due.

7.2 (a) On or before November 1st of each year, the Board shall adopt a budget for the forthcoming calendar year which shall contain estimates of the costs of performing the functions of the Association, including, but not limited to, the following items:

(1) Operating Expenses Budget:

- (i) Administration
- (ii) Payroll
- (iii) Maintenance
- (iv) Utilities
- (v) Insurance
- (vi) Supplies
- (vii) Legal, Accounting and Other Professional Fees
- (viii) Taxes
- (ix) Miscellaneous;

(2) Proposed Assessments against each Contributing Owner;

(3) Proposed Special Assessments against each Contributing Owner.

(b) The Board shall be the sole authority in determining the budget.

(c) Copies of the budget and proposed Assessments shall be transmitted to each Member on or before December 1st of the year prior to the year for which the budget is made. If the budget is subsequently amended before the Assessments are made, then a copy of the amended budget shall be furnished to each Member. The copy of the Budget shall be deemed furnished and the notice of the Individual Unit Assessment shall be deemed given upon its delivery or upon its being mailed to each Member shown on the records of the Association at his or her last known address as shown on the records of the Association.

(d) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) assessments shall be made quarterly or as determined by the Board; (iii) any income received by the Association in any calendar year (including the regular assessments and Special Assessments) may be used by the Association to pay expenses incurred in the same calendar year; (iv) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses and Individual Unit Expenses, if any, which cover more than a calendar year, for example, insurance, taxes, etc.; and (v) Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such expenses is received. Notwithstanding the foregoing, regular assessments shall be of sufficient magnitude to insure an adequacy of cash availability to meet all budgeted expenses in any calendar year, as such expenses are incurred in accordance with the cash basis method of accounting. The cash basis method of accounting shall conform, as nearly as possible, to generally accepted accounting standards and principles applicable thereto.

7.3 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from such account except as set forth below shall be only by checks signed by such persons as are authorized by the Board. Withdrawal of Five Hundred Dollars (\$500) or more from such account

shall be only by checks signed by two persons authorized by the Board, one of which must be an officer of the Association.

7.4 The Individual Unit Assessments, Neighborhood Assessments, Benefitted Assessment and Special Assessments shall be payable as provided for in the Master Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Unit Assessment or Special Assessment).

7.6 A complete financial report of actual receipts and expenditures for the immediately preceding fiscal year of the Association shall be made annually and a copy of the report shall be provided to each Member not later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at the last known address shown on the books and records of the Association.

Section 8. Parliamentary Rules

Robert's Rules of Order (the then latest edition) shall govern the conduct of the meetings of the Board when not in conflict with the Articles, these Bylaws, the Master Declaration or any other document governing the operation of Silver Shores.

Section 9. Rules and Regulations

The Board may adopt rules and regulations or amend, modify or rescind existing rules and regulations for the operation and use of the Areas of Common Responsibility; provided such rules and regulations are not inconsistent with the other Silver Shores Documents. Copies of any rules and regulations promulgated, modified, amended or rescinded shall be available to all Members upon request and shall not take effect until forty-eight (48) hours after such promulgation, modification, amendment or rescission.

Section 10. Amendments

10.1 These Bylaws may be amended by a majority of the votes of the entire Board; provided, however, that no amendment shall in any way affect the rights of Declarant without the prior written consent thereto by Declarant, or its successors or assigns.

10.2 Any instrument amending, modifying, repealing or adding Bylaws shall identify the Section or Sections affected and give the exact language of such modification, amendment or addition of the provisions repealed. A copy of each such amendment shall be certified by the Secretary of the Association and recorded amongst the Public Records of the County.

10.3 In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Master Declaration and these Bylaws, the Master Declaration shall control; and in the event of any conflict between the Articles and the Master Declaration, the Master Declaration shall control.

Section 11. Fines

11.1 In addition to all remedies, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner and his or her Unit or residential parcel for failure of an Owner, his or her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation of the Master Declaration, the Articles, these Bylaws or the rules and regulations promulgated by the Board, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board meeting at which time the Owner or occupant shall present reasons why fines should not be imposed.

(b) Hearing: The non-compliance shall be presented to the Board after which the Board shall hear reasons why fines should not be imposed. A written decision of the Board shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Board's meeting.

The Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the violator is served with written notice stating:--

- (1) The nature of the alleged violation;
- (2) That the alleged violator may, within fourteen (14) days from the date of the notice, request a hearing regarding the fine;
- (3) That any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and
- (4) That all rights to have the fine reconsidered are waived if a hearing is not requested within fourteen (14) days of the date of the notice.

If a hearing is requested, it shall be held before the Board and the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

(c) Fines: The Board may impose Special Assessments (fines) against the applicable Unit or residential parcel owner not to exceed the maximum amount permitted by law.

(d) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments (including, without limitation, those as to liens) as set forth in the Master Declaration and these Bylaws.

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

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

which the Association may otherwise be entitled to recover by law from such Owner or occupant.

Section 12. Board Committees

12.1 Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

12.2 In addition to any other committees which may be established by the Board pursuant to Section 12.1, the Board may appoint an Enforcement Committee consisting of five (5) members. Acting in accordance with the provisions of the Master Declaration, these Bylaws, and resolutions the Board may adopt, the Enforcement Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 11 of these Bylaws.

12.3 In addition to any other committees appointed as provided above and in Section 4.16, there shall be a Neighborhood Committee for each Neighborhood which has no formal organizational structure or Neighborhood Association. Such Neighborhood Committees shall consist of up to five (5) members.

The members of each Neighborhood Committee shall be elected by the vote of Owners of Units or residential parcels within that Neighborhood at an annual meeting of such Owners. The first annual meeting of each Neighborhood shall be called within sixty (60) days after conveyance of fifty-one (51%) percent of the Units or residential parcels in the Neighborhood to persons other than a person who is holding title solely for the purposes of development and sale. The Owners within the Neighborhood holding at least a majority of the total votes in the Neighborhood, represented in person or by proxy, shall constitute a quorum at any meeting of the Neighborhood. The Owners within a Neighborhood shall have the number of votes assigned to their Units or residential parcels in the Articles. Committee members shall be elected for a term of one (1) year or until their successors are elected. The chairperson of the Neighborhood Committee shall be the Director elected to the Board from that Neighborhood. The vice chairperson shall be the alternate. It shall be the responsibility of the Neighborhood

Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association in accordance with the Master Declaration. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the procedures and requirements applicable to the Board set forth herein; provided, however, the term "Voting Member" shall refer to the Owners of Units or residential parcels within the Neighborhood, and the term "Director" shall refer to the chairperson of the Neighborhood Committee. There shall only be one (1) vote per Unit or residential parcel. Cumulative voting shall not be permitted. Matters requiring a vote shall be decided by plurality vote. Each Neighborhood Committee shall elect a chairman from among its committee members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board and shall be the Voting Member from that Neighborhood.

The vote of the Owners of a Unit or residential parcel owned by more than one natural person or by a corporation or other legal entity shall be cast by the person ("Voting Owner") named in a proxy or certificate of voting authorization ("Certificate") executed by all of the Owners of the Unit or residential parcel, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association. If such a proxy or Certificate is not filed with the Secretary of the Association, the vote of such Unit or residential parcel shall not be considered for a quorum or for any other purpose.

Notwithstanding the provisions of the above Paragraph, whenever any Unit or residential parcel is owned by a husband and wife they may, but shall be required to, designate a Voting Owner. If a proxy or Certificate designating a Voting Owner is not filed by the husband and wife, the following provision shall govern their right to vote:

(a) When both husband and wife are present at a meeting, each shall be regarded as the agent and proxy of the other for the purposes of casting the vote for each Unit or residential parcel owned by them. If they are unable to concur in their decision upon

any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(b) When only one (1) spouse is present at a meeting, the spouse present may cast the Unit or residential parcel vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Unit or residential parcel shall not be considered.

(c) When neither spouse is present, the person designated in a proxy of Certificate signed by either spouse may cast the Unit or residential parcel vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Voting Owner by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Voting Owner by the other spouse, the vote of said Unit or residential parcel shall not be considered.

(d) When Members are not also members of a Neighborhood Association, any Voting Owner may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of the meeting of such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meetings thereof. Every proxy shall be revocable, at any time, at the pleasure of the Member exercising it. If a Member is a legal entity, the Voting Owner shall be entitled to appoint a proxy.

Section 13. Committee Appointment

The Board shall appoint members of the Committee as set forth in the Master Declaration. The Committee shall consist of not less than three (3) nor more than seven (7) members designated by the Declarant or the Board, as applicable. After the first appointment by the Board of a Committee member, the Committee shall be appointed annually at the first meeting of the Board each calendar year. In the event of a death or resignation of a member of the Committee which occurs after the first meeting of the Board in a calendar year, the Board shall appoint a replacement to serve the unexpired term of the member.

The foregoing were adopted as the Bylaws of the Association by all of the Directors of the Association on _____, 1995.

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Mark F. Grant, Esq.
Ruden, McClosky, Smith
Schuster & Russell, P.A.
200 East Broward Boulevard
15th Floor
Fort Lauderdale, Florida 33301

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

SUPPLEMENT AND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SILVER SHORES

This instrument ("Supplement and Amendment") is made this 7th day of August, 1998 by GLSL ASSOCIATES, a joint venture ("Declarant"), whose principal office is located at 1401 University Drive, Suite 200, Coral Springs, Florida 33071, and is joined in by SILVER SHORES MASTER ASSOCIATION, INC., a Florida corporation not for profit ("Master Association"), whose principal office is located at 1401 University Drive, Suite 200, Coral Springs, Florida 33071.

WHEREAS, Declarant, joined by the Master Association, has executed and recorded in Official Records Book 23967, at Page 755, of the Public Records of Broward County, Florida, a certain "Declaration of Covenants, Restrictions and Easements for Silver Shores" (hereinafter referred to as the "Master Declaration"); and

WHEREAS, Paragraphs 2.1.2.1 and 2.1.2.2 of the Master Declaration provide that Declarant has the right, privilege and option to subject all or a portion of the "Uncommitted Property" (as that term is defined in the Master Declaration) to the provisions of the Master Declaration and thereby make it "Committed Property" (as that term is defined in the Master Declaration); and

WHEREAS, Paragraph 2.1.2.3 of the Master Declaration provides for the recording of "Supplements" to add property to the "Total Property" (as such terms are defined in the Master Declaration) subject to the terms and provisions of the Master Declaration; and

WHEREAS, Paragraph 13.3.1 of the Master Declaration provides that prior to the "Turnover Date" (as such term is defined in the Master Declaration) Declarant may amend the Master Declaration without the requirement of consent of the Master Association or the "Owners" (as defined in the Master Declaration); and

WHEREAS, Paragraph 13.3.1 further provides that the Master Association shall, upon request of Declarant, join in any amendment and execute such instruments to evidence such joinder and consent as Declarant shall request; and

WHEREAS, Declarant now desires to declare the real property described on Exhibit "A" attached hereto and made a part hereof to be Committed Property and part of the Total Property and subject to the Master Declaration; and

WHEREAS, Declarant further desires to amend the Master Declaration with regard to certain matters contained in the Master Declaration; and

WHEREAS, Declarant requests the joinder and consent of the Master Association; and

WHEREAS, the Turnover Date has not occurred as of the date first above written.

NOW, THEREFORE, Declarant, joined by the Master Association, hereby makes this Supplement and Amendment to the Master Declaration and hereby states and declares that:

1. The terms defined in the Master Declaration are incorporated herein by reference. Such terms are identified by initial capital letters and appear in quotation marks when used herein for the first time.

2. The property described on Exhibit "A" attached hereto is hereby declared to be "Total Property" as fully as though it were originally designated as "Total Property" in the Master Declaration. All of the Total Property is hereby declared to be "Committed Property" subject to the applicable land use covenants and the benefits and burdens established under the Master Declaration and shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Master Declaration.

3. The first sentence in Paragraph 1.13 of the Declaration is hereby amended to include the following underlined language:

" 'Guidelines' means the written development guidelines, if any, promulgated by Declarant, or its successors or assigns..."

4. Paragraph 1.26 is hereby amended to read as follows:

"Plat(s)" means the SILVER SHORES PLAT recorded in Plat Book 163, Page 26 in the Public Records of the County, as same may be amended and or replatted from time to time. The SILVER SHORES PLAT is a replat of the FERRIS TRUST PLAT recorded in Plat Book 159, Page 14 in the Public Records of the County."

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5. The last sentence of Paragraph 1.30 is hereby amended to read as follows:

"The term shall also refer to the instrument recorded by the Master Association pursuant to Paragraph 2.1.2.3 of this Master Declaration to subject additional property to this Master Declaration."

6. Paragraph 1.31 is hereby amended to read in its entirety as follows:

" 'Total Property' or 'Property' means the real property located in the County, more particularly described on Exhibit A attached hereto and made a part hereof less any portions thereof which are excluded from the Total Property in accordance with Paragraph 2.1.2 hereof. 'Total Property' or 'Property' as used in this Master Declaration shall be used interchangeably."

7. Paragraph 1.34 is hereby amended to read in its entirety as follows:

" 'Unit' or 'Lot' means each portion of the Total Property intended for development, use and occupancy as an attached or detached residence for a single family, and shall include within its meaning (by way of illustration, but not of limitation) any condominium units, townhouse units, cluster homes, patio or zero lot line homes, and single family detached houses placed thereon. In the case of any structure which contains multiple dwelling units, each dwelling unit shall be deemed to be a separate Unit. 'Unit' or 'Lot' as used in this Master Declaration shall be used interchangeably."

8. The first sentence of the second paragraph in Paragraph 2.1.2.3 is hereby amended to read as follows:

"After Turnover, the Master Association may annex real property other than that described in Exhibit A, subject to the consent of the owner of such property to the provisions of this Master Declaration and the jurisdiction of the Master Association."

9. A new Paragraph 2.2.5 is hereby added as follows:

"2.2.5. Guardhouses, Entranceways and Entry Gates. Silver Shores may include one or more guardhouse(s) and entry gates installed by Declarant or the Master Association. Each such guardhouse(s), entranceway(s) and/or entry gates shall be deemed a Common Area and shall be maintained, repaired or replaced by the Master Association and the expense thereof shall be included as an Operating Expense. The guardhouse(s), if any, may or may not be staffed, as determined in the sole discretion of the Master Association. All other portions of the entranceway(s) shall also be owned and maintained by the Master Association. Neither Declarant nor the Master Association makes any representations whatsoever as to the security of the premises

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or the effectiveness of any entry gates. All Owners agree to hold Declarant and the Master Association harmless from any loss or claim arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the guardhouse(s) and entry gates are designed to deter crime, not prevent it."

10. A new Paragraph 2.2.6 is hereby added as follows:

"2.2.6. Water Management Tracts, Lakes and Littoral Zones. The Master Association shall not alter the slopes, contours, or cross sections of the water management tracts, lakes and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in the littoral zones except upon the written approval from the applicable governmental authority. The Master Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas and to insure ongoing removal of prohibited and invasive non-native plant species from these areas."

11. Paragraphs 2.2.5 through 2.2.9 inclusive, are hereby redesignated as Paragraphs 2.2.7 through 2.2.11 inclusive.

12. The fourth paragraph of Paragraph 2.2.8 (formerly 2.2.6) is hereby amended to read as follows:

"Additionally, Declarant hereby reserves the right to construct and/or operate a 'model row(s)' in Silver Shores. The 'model row(s)' may contain models for Silver Shores or other communities, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The 'model row(s)' may also contain parking, landscaping and fencing across streets, drives, roads and/or roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a 'model row(s)' in Silver Shores, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determines to be necessary. By acceptance of a deed for a Unit in Silver Shores, each Owner agrees and acknowledges that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a 'model row(s)'; (ii) Declarant and/or any of its affiliates have an easement over Silver Shores for ingress and egress to and from the 'model row(s)' and to use and show the models to prospective purchasers in Silver Shores or other communities being developed by Declarant and/or any of Declarant's affiliates, as long as such 'model row(s)' exists; and (iii) such Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of its affiliates, including, by way of example but not limitation, by the carrying of signs or other types of demonstrations in Silver Shores or any public right-of-way adjacent to Silver Shores. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of Silver Shores by other

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Owners, are detrimental to the value of the Units within Silver Shores, and interfere with the Declarant's ability to conduct its business."

13. The second paragraph in Paragraph 2.3 is hereby amended to add the following:

"This in no way obligates Declarant to accept said conveyance."

14. Paragraph 2.5 is hereby amended to add the following:

"Declarant and the Master Association have granted to the South Broward Drainage District two (2) drainage easements ("Drainage Easements"): one dated December 4, 1997 and recorded on January 2, 1998 in Official Records Book 27486, Page 511; and one dated February 17, 1998 and recorded on February 27, 1998 in Official Records Book 27783, Page 861, both in the Public Records of the County with respect to the maintenance of portions of the areas described in this Paragraph.

Declarant and the Master Association have also entered into an Agreement with the South Broward Drainage District ("Drainage Agreement") dated March 27, 1998 and recorded on May 13, 1998 in Official Records Book 28213, Page 402 with respect to the maintenance of portions of the areas described in this Paragraph.

The City of Miramar has also granted to the South Broward Drainage District and the Master Association, a drainage easement ("Miramar Easement") dated March 25, 1998 and recorded on May 1, 1998 in Official Records Book 28139, Page 799 with respect to the maintenance of portions of the areas described in this Paragraph.

Declarant and the Master Association have also entered into a Silver Shores Lake Tract 7 and Lake Interconnect Maintenance Agreement with the South Broward Drainage District ("Lake Maintenance Agreement") recorded on July 7, 1998 in Official Records Book 28510, at Page 798 of the Public Records of Broward County, Florida with respect to the maintenance of portions of the areas described in this Paragraph."

15. The fourth paragraph of Paragraph 3.1 is hereby amended to read as follows:

"The Board shall have, by at least a seventy-five (75%) percent vote of the Board, the power to dedicate portions of the Common Area or Exclusive Neighborhood Common Area to the County, the City of Miramar, or to any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Paragraph 13.3 of this Master Declaration."

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16. Paragraph 3.3 is hereby amended to read in its entirety as follows:

"All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of his or her Unit or appurtenant improvements installed by Declarant (including, without limitation, stucco, a fence or an underground footer), now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or his or her designees."

17. A new Paragraph 3.4 is hereby added as follows:

"3.4. Zero Lot Line Maintenance Easements.

3.4.1 Preamble. A portion of the Units in Silver Shores may be designed and site planned as "zero lot line" homes, such that each Unit is constructed so that all or portions of one side of such Unit (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") containing such a Unit may have access to the "zero lot line" side(s) of the Unit (and other portions of his or her Lot and Unit) in order to maintain portions of the Lot, the side(s) of the Unit, the roof and other applicable portions of the Unit and Lot, and so that rain water may run off the roof of a particular Unit onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots ("Servient Lot[s]") adjacent to the "zero lot line" side(s) of such a Unit, Declarant hereby makes provision for the "Maintenance Easements" declared and regulated pursuant to this Paragraph 3.4 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

3.4.2 Creation and Extent of Maintenance Easement. Declarant hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the "zero lot line" Unit located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, Paragraph 3.4.3 below and for rainwater run-off, but in no event less than the greater of seven (7) feet in width or as may be otherwise shown as an access or similar easement on the Plat.

- (1) the right of the Master Association to suspend the right to use the Common Areas of any Owner for any period during which Assessments against his or her Unit remain unpaid, subject to the notice and hearing provisions in Paragraph 5.5 herein;
- (2) the right of the Master Association to grant permits, licenses and easements over the Common Areas for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and
- (3) all provisions set forth in the Silver Shores Documents."

19. A new Paragraph 3.6 is hereby added as follows:

"3.6 Easement for Roof Overhang.

Declarant hereby reserves a perpetual and permanent easement or easements to provide for the roof overhang of a Unit in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang."

20. A new Paragraph 3.7 is hereby added as follows:

"3.7 Drainage and Irrigation Easement.

Declarant hereby reserves a perpetual and permanent easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Master Association and each of the Owners, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage system, flowage pipes and irrigation pipes."

21. A new Paragraph 3.8 is hereby added as follows:

"3.8 Drainage System Encroachment Easement.

Declarant hereby reserves a perpetual and permanent easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat, in favor of (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, and (ii) the Master Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed

or located thereon. In the event the Master Association requires access to any drainage system improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Master Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining from the rear to the front of the Lots."

22. Paragraphs 3.4 and 3.5 are hereby redesignated as Paragraphs 3.9 and 3.10.
23. A new Paragraph 5.5 is hereby added as follows:

"5.5 Enforcement.

Failure of an Owner to comply with any limitations or restrictions in this Master Declaration or any of the Silver Shores Documents or with any rules and regulations promulgated by the Master Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, the Master Association may suspend, for a reasonable period of time, the rights of an Owner or any or all of an Owner's tenants, guests or invitees to use the Common Areas and facilities; may suspend the voting rights of an Owner; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, his or her family, guests, invitees, lessees or employees to comply with any of the Silver Shores Documents, provided the following procedures are adhered to:

5.5.1 Notice. The Master Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. At the Master Association's option, any fine for a single violation may accrue on a daily basis in the event of a continuing violation. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Master Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

5.5.2 Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine

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should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

5.5.3 Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

5.5.4 Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Lot and Unit, with the same force and effect as a lien for Operating Expenses. A fine may be imposed for each and every day the Owner of a Unit fails to comply with this Master Declaration or any of the Silver Shores Documents or with any rules or regulations promulgated by the Master Association. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Master Declaration.

5.5.5 Failure to Pay Assessments. Notice and Hearing as provided in Paragraphs 5.5.1 and 5.5.2 above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because such Owner's failure to pay Assessments or other charges when due.

5.5.6 Access. Suspension of use rights to Common Areas shall not impair the right of an Owner or tenant of a Lot and/or Unit to have vehicular and pedestrian ingress to and egress from such Lot and/or Unit, including, but not limited to, the right to park."

24. A new Paragraph 6.1.10 is hereby added as follows:

"6.1.10 Guaranteed Assessment During Guarantee Period. Declarant covenants and agrees with the Master Association and the Owners that, for the period commencing with the date of recordation of this Master Declaration and ending upon the sooner to occur of the following: (i) the Turnover Date; or (ii) December 31, 1998 ("Guarantee Period"), the Individual Unit Assessment will not exceed the dollar amount set forth in the initial Budget of the Master Association ("Guaranteed Assessment") and that Declarant will pay the difference, if any, between (a) the Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) incurred by the Master Association during the Guarantee Period, and (b) the amounts assessed as Guaranteed Assessments against Owners and the "Working Fund Contributions" set forth in Paragraph 6.4 hereof which will be used to defray initial start-up expenses. The initial Budget is based on a full build out of Silver Shores. Thus, during the Guarantee Period, Owners shall not be obligated to pay Assessments other than the Guaranteed Assessment and Special Assessments and the Owners' respective Working Fund Contributions. Declarant hereby reserves the right to extend the Guarantee Period from time to time to a date

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ending no later than the Turnover Date at Declarant's sole election by providing written notice to the Master Association of such election. Declarant also reserves the right to increase the amount of the Guaranteed Assessment during any such extended Guarantee Period. Special Assessments are not included in this guarantee. Special Assessments may include assessments for items such as capital expenditures or amounts needed to supplement repair expenses not covered by insurance.

After the Guarantee Period (as same may have been previously extended) terminates, each Owner shall be obligated to pay Assessments as set forth in Article 6 hereof."

25. A new Paragraph 6.1.11 is hereby added as follows:

"6.1.11 Declarant's Guaranteed Assessment Not the Obligation of Institutional Mortgagees. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared that each Owner, by the acceptance of a deed or other instrument of conveyance of a Unit within the Property, shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring title to any part of the Property by reason of the foreclosure or otherwise of an Institutional Mortgage, shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Silver Shores Documents; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period as may be provided for in any of the Silver Shores Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Declarant to guarantee the amount of the Assessments as herein provided. Additionally, a successor Declarant shall not be deemed to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Silver Shores Documents or be obligated or pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period unless such obligation is assumed in writing by such successor declarant."

26. Paragraph 6.2 is hereby amended to read in its entirety as follows:

"6.2 Special Assessments. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Silver Shores Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for, or on, the Common Areas or the cost (whether in whole or in part)

of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Unit Assessment. Any Special Assessments assessed against Units and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Unit Assessment; provided however, that no Units owned by Declarant shall be subject to any Special Assessment without the prior written consent of Declarant. Any Units or residential parcels owned by Declarant which are not subject to a Special Assessment shall not be deemed to be Contributing Units or Contributing Parcels in determining the respective amounts of such Special Assessments being assessed against the Contributing Units or Contributing Parcels subject thereto. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Owners represented in person or by proxy at a meeting called and held in accordance with the Bylaws. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Owners. Special Assessments are not included in the guarantee set forth in Paragraph 6.1.10."

27. Paragraph 6.4 is hereby amended to read in its entirety as follows:

"6.4 Working Fund Contribution. Each Owner who purchases a Unit from Declarant shall pay to the Master Association at the time legal title is conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to a three (3) months' share of the annual Operating Expenses applicable to such Unit pursuant to the initial budget (which shall be prepared as if all Units are Completed Units and may be different from the budget in effect at the time of closing on the purchase of a Unit). The purpose of the Working Fund Contribution is to insure that the Master Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Unit Assessments and shall have no effect on future Individual Unit Assessments, nor will they be held in reserve. Working Fund Contributions may be used to offset Operating Expenses, both during the Guarantee Period and thereafter. To further ensure that the Master Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time advance to the Master Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Master Association pursuant to

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this Section 6.4 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Master Association."

28. Paragraph 7.4 is hereby amended to add the following:

"The Drainage Easements, the Drainage Agreement and the Miramar Easement (collectively, the "Drainage Documents") provide that the Master Association shall be responsible for maintenance of all drainage facilities constructed pursuant to the Drainage Documents and that the District and the governmental entity having jurisdiction shall have the right, but not the obligation, to maintain said drainage facilities. As provided in the Drainage Documents, in the event the District or governmental entity having jurisdiction incurs any expenses in maintaining the drainage facilities, the Master Association shall reimburse the District and governmental entity having jurisdiction for said expenses, including attorney's fees and costs to collect said expenses."

"The Lake Maintenance Agreement provides, among other things, that the Master Association shall be responsible for the maintenance of stormwater drainage, flowage and storage through Lake Tract 7 and the Lake Interconnect and for the maintenance of Lake Tract 7, the Lake Maintenance Easement for Lake Tract 7, the Drainage Easement and the Lake Interconnect (as such terms are defined in the Lake Maintenance Agreement), in accordance with the requirements of the District, the Lake Maintenance Agreement and other applicable governmental requirements. As provided in the Lake Maintenance Agreement, in the event the District or governmental entity having jurisdiction incurs any expenses in maintaining Lake Tract 7, the Lake Maintenance Easement for Lake Tract 7, the Drainage Easement and the Lake Interconnect, the Master Association shall reimburse the District and governmental entity having jurisdiction for said expenses, including attorney's fees and costs to collect said expenses."

29. The first sentence of Paragraph 7.6 is hereby amended to read as follows:

"The Master Association covenants and agrees that it will indemnify and save harmless Declarant, its successors and assigns, and the members of the Board and Officers of the Master Association from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Committed Property or the appurtenances thereto, from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein."

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30. The first sentence of Paragraph 7.12 is hereby amended to read as follows:

"If the Master Association is permitted or required by the owner of property in close proximity to the Committed Property or the governmental authority responsible for maintaining same to provide additional maintenance for such property, and the Board elects to do so in order to enhance the overall appearance of the Committed Property, then the expense thereof shall be an Operating Expense."

31. Paragraph 7.12 is hereby amended to add the following:

"Without limiting the generality of the foregoing, the Master Association shall be responsible for maintaining any irrigation system and landscaping installed by Declarant in the Dykes Road right-of-way."

32. A new paragraph 7.13 is hereby added as follows:

"7.13 Legal Fees

Legal Fees incurred by the Master Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Master Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Silver Shores Documents or the enforcement of the use and occupancy restrictions contained in the Silver Shores Documents, shall be the subject of Special Assessments."

33. Paragraph 8.7 is hereby amended to read in its entirety as follows:

"8.7 Rules and Regulations

The Board may promulgate or impose and thereafter modify, alter, amend, rescind or augment rules and regulations with respect to the use, operation and enjoyment of all or a portion of the Committed Property, and any improvements located on the Committed Property (including, but not limited to establishing reasonable fees for use of the facilities and establishing hours and manner of operation for Areas of Common Responsibility and Exclusive Neighborhood Common Area); provided, however that no such rules so promulgated shall be in conflict with, although they may be more restrictive than, the provisions of the Silver Shores Documents."

- five. 34. The second paragraph of Paragraph 8.16 is hereby amended to delete "8.17" on line

35. The second paragraph of Paragraph 8.28 is hereby amended to delete "8.30" found twice on line twelve.

36. Paragraph 8.33 is hereby amended to delete "8.36" on line five.

37. A new Paragraph 8.38 is hereby added as follows:

"8.38 Antennae. No antennae, microwave receiving devices or satellite receiving devices shall be permitted to be placed or erected on any Unit or other portion of the Property. In the event applicable law requires that the Master Association permit any such device, such device shall be deemed an improvement subject to all of the other requirements of the Master Declaration and the Committee to the maximum extent permitted by law."

38. Paragraph 8.38 is hereby redesignated as Paragraph 8.39.

39. The third paragraph in Paragraph 9.1 is hereby amended to read as follows:

"The Master Association shall maintain the irrigation system for the Common Areas. The Owner or Neighborhood Association, as applicable, shall be responsible for and maintain the system located on their respective property."

40. Paragraph 9.2 is hereby amended to add the following:

"Notwithstanding anything to the contrary in Paragraph 9.1 above, the Owners of Lots G116 and G117 shall be responsible for maintaining the sod located in the Lake Access Parcel and Boat Ramp Easement between said lots to the middle line of the Lake Access Parcel and Boat Ramp Easement. Nothing shall be planted in the Lake Access Parcel and Boat Ramp Easement other than sod.

The Lake Access Parcel and Boat Ramp Easement is dedicated to and is for the exclusive benefit of the South Broward Drainage District and the Master Association as provided on the Plat. Owners and their family members, guests, invitees and lessees shall not be entitled to use the Lake Access Parcel and Boat Ramp Easement."

41. The first sentence of the second paragraph in Paragraph 10.1.6 is hereby amended to read as follows:

"In addition to the other insurance required by this Paragraph, the Board shall obtain, as an Operating Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, a fidelity bond or bonds

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on directors, officers, employees, and other persons handling or responsible for the Master Association's funds, and flood insurance, if required."

42. The first sentence of Paragraph 10.2 is hereby amended to read as follows:

"By virtue of taking title to a Unit or residential parcel subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and the Master Association that each Owner shall carry casualty insurance with fire and extended coverage on the Unit or residential parcel and structures constructed thereon."

43. The first sentence in Paragraph 10.5 is hereby amended to read as follows:

"If the Areas of Common Responsibility, Exclusive Neighborhood Common Area or Common Property of a Neighborhood Association are damaged and insurance proceeds for repair or reconstruction are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners, on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners of property in the affected Neighborhood shall be subject to assessment therefor."

44. Paragraph 13.5(iv) is hereby amended to read as follows:

"(iv) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Areas, Areas of Common Responsibility or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of eighty percent (80%) of the Members); or"

45. The last paragraph in Paragraph 13.5 is hereby amended to read as follows:

"Notwithstanding anything contained herein to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by eighty percent (80%) of all Members represented by the Voting Member."

46. The first sentence in Paragraph 13.19.1 is hereby amended to read as follows:

"Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, without obligation, to construct or install over, through, under, across and upon any portion of the Committed Property for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members, one or

more cable and/or telecommunications (including but not limited to telephone, modem, Internet and other similar services) receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may have not yet been fixed or determined."

47. Paragraph 13.19.2 is hereby amended to add the following:

"Pursuant to Declarant's rights reserved in this Paragraph, the Declarant and the Master Association have entered into a Master Cable Agreement for the exclusive use of the System by and among Tele-Media Company of Southeast Florida, Inc., the Master Association, Inc. and Declarant dated June 10, 1997 and recorded in Official Records Book 26605, at Page 951 in the Public Records of the County."

48. Paragraph 13.19.3 is hereby amended to read in its entirety as follows:

"13.19.3 The term "Contractual Designee" or "Designees" shall mean the company or companies with which Declarant or the Master Association has contracted for the furnishing of such System services."

49. The first sentence of Paragraph 13.19.4 is hereby amended to read as follows:

"Every Unit must subscribe to the services provided by any contract for the System and shall be subject to a charge, payable per Unit on the first day of each month or quarter in advance, for basic cable television programming services."

50. The fifth sentence in Paragraph 14.1.a is hereby amended to read as follows:

"Upon receipt by the Committee of any required Plans and Specifications, the Committee shall have thirty (30) days within which to approve or reject such proposed Plans and Specifications and, if the Committee has not expressed its approval or rejection of same in writing within said thirty (30) day period, said Plans and Specifications shall be deemed to have been disapproved."

51. Paragraph 14.1.b is hereby amended to add the following:

"In the event the Committee disapproves any Plans and Specifications, such disapproval shall not be deemed a waiver of the Committee's right to approve similar Plans and Specifications at a later date."

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52. A new Article 16 is hereby added as follows:

"16. Master Association and Declarant as Attorney-in Fact.

Each Owner, by reason of having acquired ownership of a Unit, whether by purchase, gift, operation of law or otherwise, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Silver Shores by Declarant (hereinafter, collectively, "Modifications") and, in respect thereto, each Owner of a Unit hereby designates the Master Association to act as agent and attorney-in-fact on behalf of such Owner to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance of title to such Owner's Unit, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Silver Shores, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section may not be amended without Declarant's prior written consent."

53. The term "Site Plan" as used in the Master Declaration and this Supplement and Amendment shall mean the Plat.


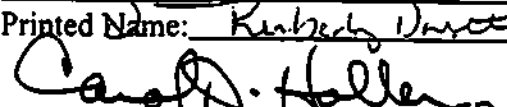
54. This Supplement and Amendment shall become effective upon recording amongst the Public Records of Broward County, Florida.

55. As modified hereby, the Master Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed, and the Master Association has joined in, this Supplement and Amendment on the day, month and year first above written.

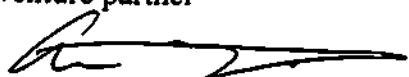
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WITNESSES:


Printed Name: Kimberly Dwyer

Printed Name: CAROL D. HOLLER

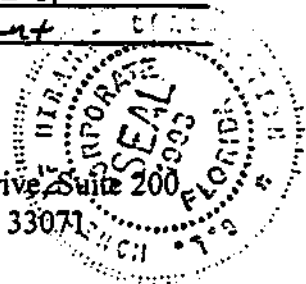
GLSL ASSOCIATES, a joint venture

By: G.L. HOMES OF MIRAMAR
CORPORATION, a Florida corporation, a
joint venture partner


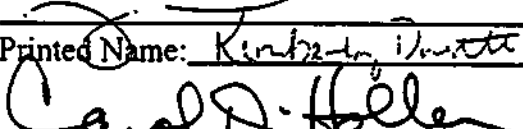
By:  V.P.
Title: Vice President
Printed Name: Alan Fant


(SEAL)

Address: 1401 University Drive, Suite 200
Coral Springs, FL 33071



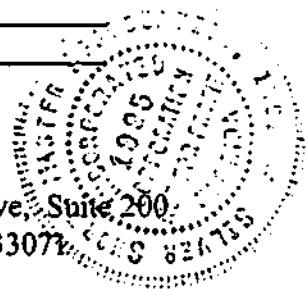
SILVER SHORES MASTER ASSOCIATION, INC.,
a Florida corporation not for profit


Printed Name: Kimberly Dwyer

Printed Name: CAROL D. HOLLER

By:  V.P.
Title: Vice President
Printed Name: Alan Fant

(SEAL)

Address: 1401 University Drive, Suite 200
Coral Springs, FL 33071



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on directors, officers, employees, and other persons handling or responsible for the Master Association's funds, and flood insurance, if required."

42. The first sentence of Paragraph 10.2 is hereby amended to read as follows:

"By virtue of taking title to a Unit or residential parcel subject to the terms of this Master Declaration, each Owner covenants and agrees with all other Owners and the Master Association that each Owner shall carry casualty insurance with fire and extended coverage on the Unit or residential parcel and structures constructed thereon."

43. The first sentence in Paragraph 10.5 is hereby amended to read as follows:

"If the Areas of Common Responsibility, Exclusive Neighborhood Common Area or Common Property of a Neighborhood Association are damaged and insurance proceeds for repair or reconstruction are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Voting Members, levy a Special Assessment against all Owners, on the same basis as provided for Annual Assessments; provided, if the damage or destruction involves the common property of a Neighborhood Association, only the Owners of property in the affected Neighborhood shall be subject to assessment therefor."

44. Paragraph 13.5(iv) is hereby amended to read as follows:

"(iv) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Areas, Areas of Common Responsibility or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of eighty percent (80%) of the Members); or"

45. The last paragraph in Paragraph 13.5 is hereby amended to read as follows:

"Notwithstanding anything contained herein to the contrary, a Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by eighty percent (80%) of all Members represented by the Voting Member."

46. The first sentence in Paragraph 13.19.1 is hereby amended to read as follows:

"Declarant hereby reserves unto itself and its designees, successors, assignees and licensees the right, without obligation, to construct or install over, through, under, across and upon any portion of the Committed Property for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members, one or

more cable and/or telecommunications (including but not limited to telephone, modem, Internet and other similar services) receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein as the "System"), the exact description, location and nature of which may have not yet been fixed or determined."

47. Paragraph 13.19.2 is hereby amended to add the following:

"Pursuant to Declarant's rights reserved in this Paragraph, the Declarant and the Master Association have entered into a Master Cable Agreement for the exclusive use of the System by and among Tele-Media Company of Southeast Florida, Inc., the Master Association, Inc. and Declarant dated June 10, 1997 and recorded in Official Records Book 26605, at Page 951 in the Public Records of the County."

48. Paragraph 13.19.3 is hereby amended to read in its entirety as follows:

"13.19.3 The term "Contractual Designee" or "Designees" shall mean the company or companies with which Declarant or the Master Association has contracted for the furnishing of such System services."

49. The first sentence of Paragraph 13.19.4 is hereby amended to read as follows:

"Every Unit must subscribe to the services provided by any contract for the System and shall be subject to a charge, payable per Unit on the first day of each month or quarter in advance, for basic cable television programming services."

50. The fifth sentence in Paragraph 14.1.a is hereby amended to read as follows:

"Upon receipt by the Committee of any required Plans and Specifications, the Committee shall have thirty (30) days within which to approve or reject such proposed Plans and Specifications and, if the Committee has not expressed its approval or rejection of same in writing within said thirty (30) day period, said Plans and Specifications shall be deemed to have been disapproved."

51. Paragraph 14.1.b is hereby amended to add the following:

"In the event the Committee disapproves any Plans and Specifications, such disapproval shall not be deemed a waiver of the Committee's right to approve similar Plans and Specifications at a later date."

52. A new Article 16 is hereby added as follows:

DUPLICATE

"16. Master Association and Declarant as Attorney-in Fact.

Each Owner, by reason of having acquired ownership of a Unit, whether by purchase, gift, operation of law or otherwise, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Silver Shores by Declarant (hereinafter, collectively, "Modifications") and, in respect thereto, each Owner of a Unit hereby designates the Master Association to act as agent and attorney-in-fact on behalf of such Owner to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of acceptance of title to such Owner's Unit, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Silver Shores, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section may not be amended without Declarant's prior written consent."

53. The site plan for Silver Shores is attached hereto and made a part hereof as Exhibit B.

54. This Supplement and Amendment shall become effective upon recording amongst the Public Records of Broward County, Florida.

55. As modified hereby, the Master Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, Declarant has executed, and the Master Association has joined in, this Supplement and Amendment on the day, month and year first above written.

WITNESSES:

GLSL ASSOCIATES, a joint venture

By: G.L. HOMES OF MIRAMAR
CORPORATION, a Florida corporation, a
joint venture partner

Printed Name: _____

By: _____
Title: _____

Printed Name: _____

Printed Name: _____

(SEAL)

Address: 1401 University Drive, Suite 200
Coral Springs, FL 33071

SILVER SHORES MASTER ASSOCIATION, INC.,
a Florida corporation not for profit

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Printed Name: _____

(SEAL)

Address: 1401 University Drive, Suite 200
Coral Springs, FL 33071

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, as _____ of G.L. HOMES OF MIRAMAR CORPORATION, a Florida corporation, a joint venture partner, of GLSL ASSOCIATES, a joint venture, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 1997.

Notary Public

DUPLICATE

My Commission Expires:

Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by _____, the _____ of SILVER SHORES MASTER ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 1997.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

EXHIBIT "A"

Legal Description of the Total Property

The plat of the SILVER SHORES PLAT, according to the Plat thereof, as recorded in Plat Book 163, Page 26 in the Public Records of Broward County, Florida, said Plat being a replat of the FERRIS TRUST PLAT recorded in Plat Book 159, Page 14 in the Public Records of Broward County, Florida.

LESS AND EXCEPT THEREFROM

Parcel P-1 (Park Site) and Parcel ES (School Site) of the SILVER SHORES PLAT.

ALSO INCLUDING

The North one-half ($\frac{1}{2}$) of Tract 54, of Section 21, Township 51 South, Range 40 East, in Florida Fruit Land Company's Subdivision 1 according to the Plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida. Said lands situate lying and being in Broward County, Florida.

LESS AND EXCEPT THEREFROM

A portion of the North $\frac{1}{2}$ of Tract 54, of Section 21, Township 51 South, Range 40 East, Broward County, Florida, of the FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida, described as follows: Commence at the Southeast corner of Section 21, Township 51 South, Range 40 east, Broward County, Florida; thence North 01 degrees 47 minutes 34 seconds West along the East line of said Section 21 for 824.99 feet; thence South 89 degrees 30 minutes 28 seconds West for 15.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 30 minutes 28 seconds West along the South line of the North $\frac{1}{2}$ of said Tract 54 for 410.66 feet; thence North 38 degrees 22 minutes 29 seconds East for 146.76 feet to the beginning of a curve concave Northwesterly; thence Northeasterly along said curve, having a radius of 7404.44 feet through an angle of 00 degrees 30 minutes 07 seconds, an arc distance of 64.87 feet to a point on a curve, said point having a tangent of South 37 degrees 52 minutes 22 seconds West; thence North 89 degrees 30 minutes 31 seconds East along the North line of said Tract 54 for 274.33 feet; thence South 01 degrees 47 minutes 34 seconds East for 165.00 feet to the POINT OF BEGINNING.

BK28770PGU932

BK28770PG0933

RECORDED & THE OFFICIAL RECORDS SECTION
OF BROWARD COUNTY, FLORIDA

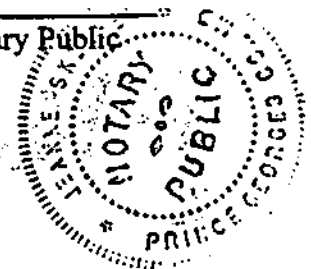


EXHIBIT "A"

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ALSO INCLUDING

The North one-half (1/2) of Tract 54, of Section 21, Township 51 South, Range 40 East, in Florida Fruit Land Company's Subdivision 1 according to the Plat thereof recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida. Said lands situate lying and being in Broward County, Florida.

LESS AND EXCEPT THEREFROM

A portion of the North ½ of Tract 54, of Section 21, Township 51 South, Range 40 East, Broward County, Florida, of the FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, as recorded in Plat Book 2, at Page 17 of the Public Records of Dade County, Florida, described as follows: Commence at the Southeast corner of Section 21, Township 51 South, Range 40 east, Broward County, Florida; thence North 01 degrees 47 minutes 34 seconds West along the East line of said Section 21 for 824.99 feet; thence South 89 degrees 30 minutes 28 seconds West for 15.00 feet to the POINT OF BEGINNING; thence continue South 89 degrees 30 minutes 28 seconds West along the South line of the North ½ of said Tract 54 for 410.66 feet; thence North 38 degrees 22 minutes 29 seconds East for 146.76 feet to the beginning of a curve concave Northwesterly; thence Northeasterly along said curve, having a radius of 7404.44 feet through an angle of 00 degrees 30 minutes 07 seconds, an arc distance of 64.87 feet to a point on a curve, said point having a tangent of South 37 degrees 52 minutes 22 seconds West; thence North 89 degrees 30 minutes 31 seconds East along the North line of said Tract 54 for 274.33 feet; thence South 01 degrees 47 minutes 34 seconds East for 165.00 feet to the POINT OF BEGINNING.

EXHIBIT "B"

SITE PLAN OF SILVER SHORES

The site plan for Silver Shores is attached hereto and made a part hereof.

ESCROW AGREEMENT
SILVER SHORES

Escrow Agreement made the day and year written below by and between GLSL ASSOCIATES, a Florida general partnership, (the "Seller") whose address is 1401 University Drive, Suite 200, Coral Springs, Florida 33071, and NOVA TITLE COMPANY, a Florida corporation, (the "Escrow Agent"), whose address is 1401 University Drive, Suite #301, Coral Springs, Florida 33071.

W I T N E S S E T H:

THAT WHEREAS Seller is developing, constructing, and selling new residential dwelling units in Silver Shores (the "Project") in Broward County, Florida; and

WHEREAS, Section 501.1375, Florida Statutes, requires that certain deposit monies paid by a buyer to a building contractor or developer be held in escrow; and

WHEREAS, Escrow Agent is a title insurance company authorized to insure title to Florida real property and is willing and able to act as escrow agent; and

WHEREAS, the parties desire to provide for the escrow and release from escrow of these funds;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the parties agree as follows:

1. Recitals. The above recitals are true and correct.
2. Escrow of Deposits. Unless waived by a buyer, Seller shall pay into an escrow account established with Escrow Agent all payments up to ten percent (10%) of the sale price received by Seller from a buyer of a dwelling unit in the Project (a "Purchaser") towards the sale price of a home in the Project. Escrow Agent shall give each Purchaser a receipt for the deposit upon request. The funds received by Escrow Agent pursuant to the terms of this paragraph shall be held in escrow by Escrow Agent pursuant to the provisions of Section 501.1375, Florida Statutes.
3. Disbursement of Escrowed Funds. In the event the Escrow Agent receives a notice sent by a Purchaser or the Seller requesting that the deposit monies be paid over to the Purchaser or the Seller in accordance with Section 501.1375, Florida Statutes, and the Purchase Contract, then the deposit monies shall be paid by the Escrow Agent as requested. In the event that prior to a closing the Escrow Agent receives written notice from the Purchaser or Seller that there is a dispute between the Purchaser and Seller, the Escrow Agent is hereby authorized in its sole discretion to ignore any request which the Escrow Agent shall deem not to be in accord with the terms of this Agreement and to commence an action in the nature of interpleader and seek to deliver documents, instruments, and deposit monies to a court of competent jurisdiction. Escrow Agent shall disburse a Purchaser's deposit monies to the Seller upon Escrow Agent's receipt of the Seller's written notice that such Purchaser's closing has been completed, and upon receipt of copies of executed Purchaser's and Seller's closing statements. Notwithstanding any provision to the contrary contained in this Agreement, the Escrow Agent shall make no disbursement out of escrow until Purchaser's deposit in the form of a check has been negotiated by Escrow Agent's financial institution and credited by such financial institution to the escrow account of Escrow Agent.
4. Modification. No rescission of this Agreement or modification of terms shall be made without the written consent of all parties.
5. Entire Understanding. This Agreement constitutes the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

6. Indemnification. Seller agrees to indemnify Escrow Agent for any and all expenses incurred by Escrow Agent, including but not limited to Escrow Agent's costs and reasonable attorneys' fees, including such costs and fees through all appellate levels, in any way arising out of or related to this Agreement other than such matters arising out of or related to the gross negligence or wrong doing of Escrow Agent.

7. Notices. All notices under this Agreement shall be in writing and shall be sufficient if mailed to the parties at their respective addresses herein set forth. Upon Seller's depositing of monies with Escrow Agent, Seller shall provide to Escrow Agent a copy of the Purchase Contract pursuant to which the monies are being deposited. Service of all notices on a Purchaser shall be sufficient if mailed to the Purchaser at the address set forth in the Purchase Contract.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year written below.

Witnesses:

Seller:

GLSL Associates, a Florida
general partnership
By: G.L. HOMES OF MIRAMAR CORPORATION,
a Florida corporation

Donna Poy
Printed: DONNA POY

By: RIMM
RICHARD M. NORWALK, Vice President

Walter M. Colman
Printed: WALTER M. COLMAN

Date: 9/5/97

Escrow Agent:

NOVA TITLE COMPANY

Christine Johnson
Printed: CHRISTINE JOHNSON

By: Henry W. Johnson
HENRY W. JOHNSON, Vice President

Kristen Winkler
Printed: KRISTEN WINKLER

Date: 9/5/97

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SILVER SHORES MASTER ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Restrictions and Easements for Silver Shores Master Association, Inc. as recorded in Official Records Book 23967 at Page 0755, et seq. of the Public Records of Broward County, Florida was adopted by the approval of Voting Members representing two-thirds (2/3rd) of the total votes of the membership at a meeting held on January 30, 2008

IN WITNESS WHEREOF, we have affixed our hand this 6th day of Feb., 2008
at Miramar, Florida

SILVER SHORES MASTER ASSOCIATION, INC.
a Florida not-for-profit corporation

By: _____

MORRIS J. HATCHER, President

By: _____

LEE HAWKINS Secretary

WITNESS

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 6th day of Feb., 2008, by MORRIS HATCHER as President and LEE HAWKINS as Secretary of Silver Shores Master Association, Inc. a Florida not-for profit corporation.


Personally Known ☒ OR
Produced Identification _____

Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA

Sign: _____

Print: _____

NOTARY PUBLIC STATE OF FLORIDA
 **Mayelin Samper**
Commission # DD423569
Expires: APR. 27, 2009
Bonded Thru Atlantic Bonding Co., Inc.

**PROPOSED AMENDMENTS TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SILVER SHORES MASTER
ASSOCIATION, INC.**

(Additions are indicated by underlines deletions by -----)

ARTICLE 8

Use Restrictions

SECTION 8.31. Leasing. A lessor of any portion of the Committed Property shall by execution of such lease, be bound by all applicable terms and provisions of this Master Declaration and be deemed to, accept his household estate subject to this Master Declaration, agree to conform and comply with all provisions contained herein and allow the lessor or the Master Declaration to fulfill all obligations imposed pursuant thereto. As provided for in this section, the Association must approve any lease of a Unit. Included within the foregoing is any renewal of a lease in force at the time of approval of this amendment. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles, the By Laws, and Rules and Regulations and copies delivered to the Association prior to occupancy by the tenant(s). Without the prior written consent of the Association, which may be withheld in the Association's sole discretion, no lease shall be for a period of less than six (6) months or greater than one (1) year. Any person(s) occupying a Unit longer than a fourteen (14) day period in the absence of the Owner shall be deemed occupying the Unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an Owner may permit members of his/her immediate family to occupy his/her Unit as a guest in his absence for periods of less than fourteen (14) days, provided the Association is given written notice of such occupancy. Subleases, room rentals and assignments of lease are prohibited. After approval, Units may be leased, provided the occupancy is only by the lessee, his family and social guests in accordance with Article 8.3 of this Declaration.

(a) Procedure for Lease. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term for renewal an Owner or his agent shall apply to the Association, in accordance with the following procedures for approval of such lease. The Unit Owner shall, before accepting any offer to lease or rent his or her Unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer that has been received or which he or she wishes to accept, the name and address of the person(s) to whom the proposed lease is to be made, copies of driver's license or other official identification of the proposed adult occupants and three individual references (local, if possible), and such other information that the Board of Directors deems necessary in its sole discretion. (to be requested within ten (10) days from receipt of such notice) as may be required by The Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Board of Directors shall have the right to require a substantially uniform form of lease to be used or in the alternative, the Board's approval of the lease form to be used

shall be required. In addition, simultaneously with the giving of a notice to lease or rent his or her Unit, the Association may require the payment of a preset screening fee of \$100.00 per occupant (over 18 years of age), or the maximum amount allowable by law. The Association may waive the application requirement if the tenant/tenants has/have resided in the Unit pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Association may further require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(b) Owner Obligation's to Provide Lease and Ensure Behavior of Tenant. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner, regardless whether the lease contains such authority, to undertake whatever action is necessary to abate the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment in the same manner as common expense charges.

(c) Security Deposit In addition to the other requirements associated with a lease as stated in this section and elsewhere in this Declaration, the Association shall require a security deposit subject to the following terms and conditions: Upon approval by the Association of an approved lease as elsewhere provided hereinafter prior to occupancy of a Unit, the person seeking approval to lease the Unit or the Owner of the Unit ("renter/lessee") shall be required to remit to the Association certified funds in the amount of ONE THOUSAND AND 00/100 (\$1000.00) DOLLARS to be utilized as a deposit as hereinafter described.

The sums shall be held in escrow by the Association pursuant to the following terms and conditions:

- (i) All sums received by the Association under this provision will be kept in a non-interest bearing account and shall not be commingled with other funds of the Association.
- (ii) The sums tendered relative to any lease shall be disbursed to the Association if there is damage to the common areas including but not limited to clubhouse facilities as a result of the negligence of the Unit Owner, his guests, lessees, and invitees.

After written notification of the termination of the lease the sum shall be disbursed to the remitter / lessee within fifteen (15) days subject to any deductions for damages to the common area as provided above. Should there be damage to the common elements by the tenant, his guest or invitees, the Association shall be entitled to possession of the deposited funds. Any approval by the Association as elsewhere provided herein is conditional upon remittance of the security deposit and any occupancy without submission of the security deposit will be deemed the approval void and will subject the occupants to eviction.

(d) Disapproval of Leasing. If the Association disapproves a proposed lease (or renewal) the Owner shall receive a statement indicating same and the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. Approval of a lease of the Association shall be withheld only if a majority of the entire Board so votes. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.

(iv) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Unit have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(e) Responsibility of Owner for Lessees. The Owner shall be responsible for the negligence, conduct, acts or omissions of the Owner's Guests, Lessees and invitees. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and invitees. In the event of non-payment by the Owner of any damage to the common areas, such amounts will be considered assessments and collectable in the manner as provided in Article 6 of the Declaration.

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SILVER SHORES MASTER ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Restrictions and Easements for Silver Shores Master Association, Inc. as recorded in Official Records Book 2396 at Page 0755, et seq. of the Public Records of Broward County, Florida was adopted by the approval of Voting Members representing two-thirds (2/3rd) of the total votes of the membership at a meeting held on January 31, 2008.

IN WITNESS WHEREOF, we have affixed our hand this 6th day of Feb., 2008
at Miramar, Florida

SILVER SHORES MASTER ASSOCIATION, INC.
a Florida not-for-profit corporation

By: [Signature]

MORRIS J. HATCHER, President

By: [Signature]

LEE HAWKINS, Secretary

WITNESS

Sign: [Signature] Sign: _____

Print Name: ARMANDO FERNANDEZ Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of Feb., 2008, by
MORRIS HATCHER as President and LEE HAWKINS as Secretary of
Silver Shores Master Association, Inc. a Florida not-for-profit corporation

Personally Known ☒ OR
Produced Identification _____

Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA

Sign: [Signature]

Print: Mayelin Samper

NOTARY PUBLIC STATE OF FLORIDA
 **Mayelin Samper**
Commission # DD423569
Expires: APR. 27, 2009
Bonded Thru Atlanta Bonding Co., Inc.

(5)

**AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SILVER SHORES MASTER ASSOCIATION, INC.**

(Additions are indicated by underling; deletions by -----)

ARTICLE 8

Use Restrictions

SECTION 8.31. Leasing. A lessee of any portion of the Committed Property shall by execution of such lease, be bound by all applicable terms and provisions of this Master Declaration and be deemed to, accept his leasehold estate subject to this Master Declaration, agree to conform and comply with all provisions contained herein and allow the lessor or the Master Declaration to fulfill all obligations imposed pursuant thereto. As provided for in this section, the Association must approve any lease of a Unit. Included within the foregoing is any renewal of a lease in force at the time of approval of this amendment. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles, the By Laws, and Rules and Regulations and copies delivered to the Association prior to occupancy by the tenant(s). Without the prior written consent of the Association, which may be withheld in the Association's sole discretion, no lease shall be for a period of less than six (6) months or greater than one (1) year. Any person(s) occupying a Unit longer than a fourteen (14) day period in the absence of the Owner shall be deemed occupying the Unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an Owner may permit members of his/her immediate family to occupy his/her Unit as a guest in his absence for periods of less than fourteen (14) days, provided the Association is given written notice of such occupancy. Subleases, room rentals and Assignments of Lease are prohibited. After approval, Units may be leased, provided the occupancy is only by the Lessee, his family and social guests in accordance with Article 8.3 of this Declaration.

(a) Procedure for Lease. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than ~~thirty (30)~~ days prior to the commencement of the proposed lease term (or renewal), an Owner or his agent shall apply to the Association, in accordance with the following procedures for approval of such lease. The Unit Owner shall, before accepting any offer to lease or rent his or her Unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer that has been received or which he or she wishes to accept, the name and address of the person(s) to whom the proposed lease is to be made, copies of driver's licenses or other official identification of the proposed adult occupants and three individual references (local, if possible), and such other information that the Board of Directors deems necessary in its sole discretion, (to be requested within ten (10) days from receipt of such notice) as may be required by The Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Board of Directors shall have the right to require a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used

1

shall be required. In addition, simultaneously with the giving of a notice to lease or rent his or her

Unit the Association may require the payment of a preset screening fee of \$100.00 per occupant (over 18 years of age), or the maximum amount allowable by law. The Association may waive the application requirement if the tenant/tenants has/have resided in the Unit pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Association may further require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(b) Owner Obligation's to Provide Lease and Ensure Behavior of Tenant. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner, regardless whether the lease contains such authority, to undertake whatever action is necessary to abate the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment in the same manner as common expense charges.

(c) Security Deposit: In addition to the other requirements associated with a lease as stated in this section and elsewhere in this Declaration, the Association shall require a security deposit subject to the following terms and conditions. Upon approval by the Association of an approved lease as elsewhere provided herein and prior to occupancy of a Unit, the person seeking approval to lease the Unit or the Owner of the Unit ("remitter/lessee") shall be required to remit to the Association certified funds in the amount of ONE THOUSAND AND 00/100 (\$1000.00) DOLLARS to be utilized as a deposit as hereinafter described.

The sums shall be held in escrow by the Association pursuant to the following terms and

conditions:

- (i) All sums received by the Association under this provision will be kept in a non-interest bearing account and shall not be commingled with other funds of the Association.
- (ii) The sums tendered relative to any lease shall be disbursed to the Association if there is damage to the common areas including but not limited to clubhouse facilities as a result of the negligence of the Unit Owner, his guests lessees, and invitees.

After written notification of the termination of the lease the sum shall be disbursed to the remitter / lessee within fifteen (15) days subject to any deductions for damages to the common area as provided above. Should there be damage to the common elements by the tenant, his guest or invitees, the Association shall be entitled to possession of the deposited funds. Any approval by the Association as elsewhere provided herein is conditional upon remittance of the security deposit and any occupancy without submission of the security deposit will be deemed the approval void and will subject the occupants to eviction.

(d) Disapproval of Leasing. If the Association disapproves a proposed lease (or renewal), the Owner shall receive a statement indicating same and the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. Approval of a lease of the Association shall be withheld only if a majority of the entire Board so votes. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

(i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.

(ii) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

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(iv) The Owner allows a prospective lessee to take possession of the

premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Unit have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(c) Responsibility of Owner for Lessees. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the common areas, such amounts will be considered assessments and collectable in the manner as provided in Article 6 of the Declaration.

SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
GENERAL

These Rules and Regulations are designed for the mutual benefit of all Owners. All Rules and Regulations shall apply to and be binding upon all Owners. Notwithstanding the foregoing, the Rules and Regulations shall not apply to Declarant or Declarant's agents, employees or subcontractors or to Lots or Homes owned by Declarant until they are conveyed to Owners.

1. **Responsibility.** With respect to compliance with the Rules and Regulations, an Owner shall be held responsible for the actions of his family members, guests, invitees, tenants, contractors and other persons for whom he is responsible, as well as for the actions of persons over whom he exercises control and supervision.
2. **Observance of Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to the Common Areas or any Lot or Home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.
3. **Improper Use.** No improper, hazardous or unlawful use shall be made of the Common Areas or any Home or Lot. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
4. **Nuisance.** No obnoxious activity shall be carried on at any Home or Lot or in or about any portion of the Community. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. Nothing shall be done within the Common Areas or any Home or Lot which tends to cause embarrassment, discomfort or unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees and tenants using any portion of the Community.
5. **Disturbance.** No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any Lot or inside any Home, or exposed to other Owners without the prior written approval of the Board of Directors (the "Board"): (a) horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes); (b) noisy vehicles or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Owners shall not operate radios, televisions, musical instruments or any other noise producing items at times or at volume levels which shall disturb others.
6. **Violations.** Violations of any Rule or Regulation shall subject the responsible Owner and/or violator to any and all remedies available to the Association pursuant to the Declaration of Covenants, Restrictions and Easements for Silver Shores (the "Declaration") or the Rules and Regulations. All violations of any of the Rules and Regulations should be reported immediately to the Board or its designees. Violations shall be called to the attention of the responsible Owner(s) and, as appropriate, the violator(s) by the Board or its designees in writing. Disagreements concerning violations shall be presented to and be ruled upon by the Board in accordance with the Declaration.
7. **Enforcement.** Failure of an Owner to comply with any Rule or Regulation adopted by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. In any actions, the Association shall be entitled to recover any and all court costs incurred by it, together with reasonable attorney's fees, against the responsible Owner(s) and, as appropriate, any violator(s). In addition, and in the sole discretion of the Board, fines may be imposed upon an Owner for failure to comply with any Rule or Regulation. Procedures for the impositions of fines are spelled out in the Declaration.
8. **Revocation.** Any waivers of the Rules and Regulations and/or consents or approvals in violation of the Rules and Regulations given by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless set forth in writing by the Board.
9. **No Amendment.** The Rules and Regulations contained in this document do not amend any provision of the Declaration. In the event of conflict between the two, the provisions of the Declaration shall prevail.
10. **Further Amendment.** The Board reserves the right to amend, clarify or alter these Rules and Regulations at any time.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
ADDITIONS AND ALTERATIONS**

As provided in the Declaration, no Owner shall make any improvement, addition or alteration to his Lot or the exterior of his Home without the prior written approval of the Architectural Review Committee ("ARC"). All requests for ARC approval of any Improvement (as defined below) must be on the form designated for this purpose by and available from the Association. No changes shall be commenced until such time as the Owner is in receipt of written approval from the ARC.

ARCHITECTURAL REVIEW COMMITTEE ("ARC"):

All exterior improvements, additions, modifications, decorations or alterations to the Lot or Home (the "Improvement") shall be reviewed by and have written approval given by the ARC. The ARC shall require the submission of plans and specifications showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions should also be accompanied by justification or reasoning for the Improvement. Notwithstanding any criteria established, the ARC shall in its discretion determine whether the Improvement shall be in harmony with or detrimental to the appearance of the Community. The ARC shall approve or disapprove the request within 45 days from receipt of all requested submission plans and materials. In the event the ARC fails to approve or disapprove a request in writing within 45 days of receipt, unless a request is specifically deferred, the request shall automatically be deemed disapproved. The ARC shall employ the following minimum criteria for approval or rejection of requests:

- (i) Uniformity of type and design in relation to similar improvements.
- (ii) Comparability of quality of materials as used in existing improvements.
- (iii) Uniformity with respect to color, size and location.
- (iv) Consistency with municipal requirements.

If approved by the ARC, all construction shall be subject to the Rules and Regulations and any applicable governmental laws, statutes, ordinances, rules and regulations, including obtaining all proper permits.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS**

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ARC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for Improvements. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ARC shall be required for each and every of the following items:

1. **Painting.** The painting, staining or varnishing of the exterior of the Home, including doors and garage doors, may be approved only if the colors and style are consistent with existing improvements. Declarant's original paint color schemes provided to its original purchasers shall be the basis for determining consistency with existing improvements.
2. **Metal or Aluminum Roofs.** Metal or aluminum roofs shall not be permitted.
3. **Temporary Structures.** No tents, trailers, shacks, utility sheds or other temporary buildings or structures shall be constructed or otherwise placed on a Lot.
4. **Antennae.** No antennae, microwave receiving devices, aerials or ham radios shall be placed or erected on any Lot, within any Home or upon any other portion of the Community, except to the extent applicable law requires the Association to permit any such device, in which case such improvement shall be subject to all of the other requirements of the Declaration, the Rules and Regulations and the ARC to the maximum extent permitted by law. Satellite dishes may be approved if reasonable in size, location and effectiveness with respect to concealing their appearance from adjacent lots and rights of way.
5. **Driveways.** Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage. Approval for the refinishing of driveways with brick pavers, tile, stamped concrete, spraycrete or staining may be approved only if the colors and textures are consistent with existing improvements and the Home Owner assumes the responsibility for continued maintenance. Declarant's original brick paver schemes provided to its original purchasers (on either an optional or standard basis) shall be the basis for determining consistency with existing improvements.
6. **Awnings.** An Owner shall not install any awnings attached to his Home.
7. **Lighting Fixtures.** Approval may be given for lighting fixtures (e.g. coach lights and entry chandeliers), subject to limited wattage, fixture sizes which are to scale with others in Community and fixture styles which are consistent with others in the Community.
8. **Above Ground Swimming Pools.** Above ground swimming pools shall not be permitted.
9. **Fountains and Sculptures.** Certain fountains may be considered for approval if installed with timers and if to scale with the area of installation. No exterior sculptures shall be permitted.
10. **Exterior Lighting.** Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 31 only, all exterior lights must be approved by the ARC.
11. **Play Equipment.** Permanently installed play equipment may be approved which is of a common playground type designed for children. No equipment shall be permitted within lake maintenance, utility, drainage or access easements, except basketball hoops in the driveway areas. All basketball hoops and backboards in front yard areas shall be permitted on a pole in the driveway only, located no closer than ten (10) feet to any property line.
12. **Conversions of Garages.** Conversions of garages to air conditioned space shall not be permitted.
13. **Mailboxes.** Replacement of the mailboxes installed by Declarant must be submitted for approval.

SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - SCREEN ENCLOSURES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ARC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for screen enclosures. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ARC shall be required for each and every screen enclosure installation:

1. Approval for screen enclosures shall be limited to aluminum frame structures which are either bronze or white.
2. Approval for screen enclosures shall be limited to screen meshes on the enclosure which are a standard dark color (e.g. charcoal, bronze or black).
3. Kick plates may be approved which are no taller than 24" above the patio deck.
4. Obscure screen materials shall be prohibited.
5. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry.
6. No aluminum or flat roofing material shall be permitted. Either the existing roof line may be extended or a screen enclosure may be installed if approved by the ARC. The composition of all pitched roofs shall be of double roll hacienda cement roof tile.
7. Screen enclosures must maintain the following setbacks, assuming drainage easements and other easements do not exist and assuming that the enclosure is built with a screen roof rather than a solid roof:

- | | |
|---|------------------------------|
| a. Side yard setback from property line - non-corner Lots | same as structural setback * |
| b. Side yard setback from property line - corner Lots | 20' |
| c. Rear yard setback from property line - interior Lots | 5' |
| d. Rear yard setback from property line - lake Lots | 20' (to easement line) |

* - 5' for a Sapphire series home (RS7), 6' for a Marina series home (RS6), etc.

SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
ADDITIONAL GUIDELINES FOR ADDITIONS AND ALTERATIONS - FENCES

Without limiting the generality of the criteria included on Page 2 of these Rules and Regulations and without curtailing the right of the ARC or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for fences. Note that, even in the event of strict compliance with the following guidelines, prior approval from the ARC shall be required for each and every fence installation:

1. Only aluminum rail, vinyl-coated chain link, wood shadow box, wood stockade and wood board on board fences shall be approved.
2. No fence shall be approved or installed which encroaches into Common Areas or other Lots.
3. No fence shall be approved which is not set back a minimum of 10' back from the front wall of the homes and at least 5' back from the sidewalk where applicable. No fences shall be attached to a neighbor's house. In considering requests for fence installations, the following may be taken into consideration: locations of air conditioning units; locations of garage access doors; and positions of adjacent homes.
4. No fence shall be approved which extends in front of the front corner of a neighbor's Home where the two Homes are immediately adjacent to each other and where both Homes face the same direction.
5. For any style of wood fencing, the height shall be 6'. Wood fences shall be installed 3" to 4" above the sod level, and shall be painted white within 60 days of installation.
6. For board on board fences, the "finished" or board side should be installed so that it faces the outside, away from the Home and towards any neighbors or streets.
7. For aluminum rail fences, the height shall be 4'. The pickets shall not be spaced closer than 3" on center and shall be no thicker than 1".
8. For vinyl-coated chain link fences, the height shall be 4'. The fencing must be clad in black, green or brown vinyl. A top rail must be installed and all posts must be set in concrete. A continuous living hedge must be planted at the time of fence installation along the entire perimeter of the fence, except where the gate is installed.
9. For fences installed on corner Lots whose rear property line is common with the adjacent Lot's side property line, a landscape hedge must be installed on the outer side of the fence within the Lot to provide screening. No such fence shall be permitted to cross a utility easement.
10. No fence shall be approved which does not provide access to the Owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang, if applicable.
11. For Lake Lots, only aluminum rail and vinyl-coated chain link fences shall be approved.
12. For Lots with drainage easements, the approval and execution of fence removal agreements with South Broward Drainage District and with the Association may be required.
13. Any fence which crosses a utility easement may require approval in writing by all utility companies occupying the easement.
14. For any fence, if approved, the Owner shall assume the responsibility to maintain the fence, including trimming any grass or other plants from the fence.
15. For any fence, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if that fence is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
16. For any fence, if approved, the Owner shall be responsible to meet all City requirements and criteria including, but not limited to, proper permitting and surveying.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
MAINTENANCE AND APPEARANCE OF HOMES**

1. **General.** Each Owner shall keep and maintain his Home and Lot in good order, condition and repair, and shall perform promptly all maintenance and repair work within his Home and Lot which, if omitted, would adversely affect the Community, other Owners or the Association. Maintenance obligations are more fully defined in the Declaration.
2. **Personal Property.** The personal property of an Owner shall be stored inside his Home or garage and not be visible to surrounding neighbors or from Common Areas.
3. **Hurricane Shutters.** No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the Community. Accordion, roll-up and awning type shutters shall not be permitted on window or door openings which are surrounded by a stucco trim band or on the front elevation of a Home. The installation of hurricane shutters, other than those provided by Declarant, if applicable, shall require ARC approval.
4. **Window Decor.** Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after an Owner first moves into a Home, or when permanent window treatments are being cleaned or repaired.
5. **Landscape Material.** No trees, shrubbery or landscaping shall be removed from Lots without prior written consent of the ARC. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the ARC. All hedges shall follow the fence setbacks and height limits established for fences.
6. **Alteration of Drainage.** No sod, top soil, fill or muck shall be removed from Lots without prior written consent of the ARC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within the Community or on the Lot.
7. **Outdoor Furniture.** Approval of outdoor furniture may be permitted only in the rear yard of a Lot, provided the Owner assumes the responsibility for maintenance, including the control of mildew, rust, wood rot and deterioration of equipment components.
8. **Clotheslines.** No clotheslines or similar devices shall be allowed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be hung, dried or aired from any window, door, fence or balcony, or in such a way as to be visible to any other Owner.
9. **Basketball Hoops.** Temporary or mobile basketball hoops shall be permitted provided that they are located such that the base and rim are entirely within the Lot and not in the right-of-way bounding the Lot.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
PARKING AND VEHICULAR RESTRICTIONS**

1. Parking shall be permitted only on driveways and inside garages. No overnight parking on the streets or swales is permitted.
2. If parked on driveways, vehicles shall not obstruct traffic on the streets.
3. Only vehicles belonging to authorized persons actively using the Recreation Parcel are permitted to be parked in the Recreation Parcel parking lots.
4. The parking lots in the Recreation Parcel shall not be utilized as parking lots other than during periods of use of the Recreation Parcel by the vehicle's owner.
5. No vehicle or other possessions belonging to an Owner or to an Owner's family member, guest, invitee or tenant shall be positioned in such a manner as to impede or prevent ready ingress or egress to another Owner's driveway.
6. Overnight parking of boats shall only be allowed from 6:00 p.m. on Friday evenings until 8:00 a.m. on Monday mornings (or until 8:00 a.m. on Tuesday mornings if the preceding Monday is a national holiday). At all other times, no overnight parking of boats is allowed unless within the garage of the Home and with the garage door closed.
7. No overnight parking of commercial vehicles is allowed unless within the garage of the Home and with the garage door closed. Trailers, motor homes and recreational vehicles shall not be parked in the Community.
8. No repairs of vehicles shall be made within the Community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be: (a) emergency repairs; and (b) repairs made within the garage of the Home and with the garage door closed.
9. Disposal of drained automotive fluids is not allowed within the Community.
10. All vehicles shall be kept in proper operating condition so as not to be a hazard or a nuisance by noise, exhaust emission, appearance or otherwise.
11. No Owner shall keep any vehicle on the Lot which is deemed to be a nuisance by the Board.
12. No Owner shall perform restorations of any motor vehicle, boat or other vehicle within the Community unless made within the garage of the Home and with the garage door closed.
13. Car washing shall be permitted only on an Owner's driveway.
14. Owners shall maintain a current registration and all required insurance coverages for all vehicles parked within the Community.
15. The operation of golf carts, motorized scooters, go-carts and other non-licensed or non-registered vehicles shall be prohibited in the Community except when used for the transportation of disabled persons.
16. Vehicles which cannot operate under their own power and/or which remain within the Community for more than seventy-two hours shall be towed at the Owner's expense, unless parked on the Owner's driveway or inside the Owner's garage.
17. The Board shall make a reasonable attempt to give notice to the owners of offending vehicles. If such vehicle is not removed or if the violation is not corrected, the Board may have the offending vehicle towed at the expense and risk of the owner of the vehicle.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
TRASH AND OTHER MATERIALS**

1. No rubbish, trash, garbage, refuse, tree limbs, grass clippings, hedge trimmings or other waste material ("Trash") shall be kept or permitted on the Lots or Common Areas except in sanitary self-locking containers located in appropriate areas. For curbside pick-up, Trash shall be placed in sanitary self-locking containers.
2. Trash that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner. Any trash containers shall be removed after pick-up on the day of collection.
3. No odors shall be permitted to arise from trash containers so as to render any portion of the Community unsanitary, offensive or a nuisance to any Owners, to the Common Areas or to any other property in the vicinity.
4. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or Trash shall be stored or allowed to accumulate on any portion of the Community.
5. Each Owner shall regularly pick up all Trash around his Home and Lot.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
ANIMALS AND PETS**

1. Ordinary house pets are permitted, to a maximum of three pets, subject to the guidelines contained herein. Ordinary house pets shall include dogs (except pit bulls), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles and tortoises, domesticated rabbits and pets normally maintained in a terrarium or aquarium.
2. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within the Community is prohibited.
3. Unusual pets shall not be kept, raised, bred or maintained on any portion of the Community, including the Home, Lot and Common Areas. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, large reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 1 above, or not maintained in a terrarium or aquarium. Pit bulls are also classified as an unusual pet and are, therefore, prohibited.
4. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Owner who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal in the Community.
5. Pets shall not be left unattended outside the Home. No pet shall be kept tied up outside of a Home or in any covered or screened porch or patio, unless someone is present in the Home.
6. All dogs and cats shall be walked on a leash and in full control by their owners at all times. Any pet shall be carried or kept on a leash when outside of a Home or outside of a fenced-in area.
7. Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Common Areas.
8. All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name and address of its owners.
9. Every female animal, while in heat, shall be kept confined in the Home by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
10. If any pet becomes obnoxious to the Owners by barking or otherwise, the owner of the pet shall cause the problem to be corrected. If the problem is not corrected, then the Owner, upon written notice from the Association, shall be required to dispose of the animal.
11. No Owner shall inflict or cause cruelty upon or in connection with any pet.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
USE AND ENJOYMENT OF LAKES**

1. Owners, or the family members, guests, invitees and tenants of Owners, shall be permitted to fish and operate non-motorized and electric water craft in the lakes. Notwithstanding the preceding, an Owner shall only access the lakes from the lake maintenance easement area which immediately abuts his Lot if the Owner's Lot is a Lake Lot. If the Owner's Lot is not a Lake Lot, or if an Owner of a Lake Lot wishes to access a different lake or another area of the same lake, then access to the lake shall be exclusively from the lake maintenance area abutting a Recreation Parcel.
2. Owners shall not be permitted to fish from any lake maintenance easement or lake bank area which immediately abuts another Owner's Lake Lot.
3. The launching into and removal from a lake of any permitted non-motorized and electric water craft by an Owner shall be limited to either areas within the Recreation Parcels so designated by the Board, if any, or that Owner's Lake Lot. Water craft shall be limited in size to 18'.
4. No removal or damage shall be caused to any littoral or wetlands plantings.
5. No planting, fencing or other improvements or additions to the grassed area surrounding the lake and outside the Lot is permitted.
6. No installation of sand or other materials intended to simulate a beach is permitted along the lake banks or within the lake maintenance easements or rear yards of lake Lots.
7. Swimming and the operation of motorized water craft in the lakes are prohibited.
8. Water craft and trailers shall not be stored on the lake banks or in the easement areas. Only water craft which are permitted to be used within the lakes of the Community may be stored within the back yards of Lots.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
LEASING OF HOMES**

1. All leases shall provide that the right of the tenant to use and occupy the Home and the Common Areas shall be subject and subordinate in all respects to the provisions of the Declaration and the Rules and Regulations.
2. All leases shall provide for a minimum lease term of seven months. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant.
3. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Association Documents and the Rules and Regulations and to the Association to pay Assessments and/or any claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those for whom the Owner is responsible.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
GENERAL USE OF COMMON AREAS AND RECREATIONAL PARCELS**

1. Responsibility:

- a. With respect to the use of Common Areas, including the Recreational Parcels, an Owner shall be held responsible for the actions and conduct of his family members, guests, invitees and tenants. Decorum, good conduct and safety shall be observed and shall be strictly enforced.
- b. Any damage to Common Areas, including the Recreational Parcels or equipment therein, which is caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.
- c. The use of the Recreational Parcels by persons other than an Owner or the family members, guests, invitees or tenants of the Owner is strictly prohibited and shall be at the risk of those involved and not, in any event, the risk of the Association or its manager.
- d. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Recreational Parcels regardless of where such property is kept, checked, left or stored on the premises.

2. General Use Restrictions:

- a. The Recreational Parcels shall be solely for the use of the Owner and his family members, guests, invitees and tenants, subject to the provisions of the Association Documents.
- b. Any use of the Recreational Parcels for parties, barbecues and any other private use shall be submitted for prior approval to the Board or its manager.
- c. Residents shall accompany their guests, invitees and tenants to the Recreation Parcels.
- d. Pets shall not be permitted in the Recreational Parcels.
- e. The walkways and entrances of the Recreational Parcels and facilities shall not be obstructed or used for any purpose other than ingress and egress.

3. Cleanliness:

- a. It is prohibited to litter or cause debris to be put in any of the Common Areas, including the Recreational Parcels. Owners, their family members, guests, invitees and tenants shall cause to be removed or disposed of all rubbish, garbage, trash, refuse or other waste materials generated during their respective use within any recreational facilities or other Common Areas.
- b. No personal articles shall be allowed to stand overnight in any of the Common Areas.
- c. No garbage cans other than those provided by the Association, supplies, water bottles or other articles shall be placed or left within the Common Areas, including the Recreational Parcels.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
RULES FOR THE SWIMMING POOL AREA**

1. Pool Area Use:

- a. **THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK.** The Association and its Board assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of or in connection with the use of the pool and/or the pool area. Persons using the pool or pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool or pool area.
- b. Pool hours are from Dawn to Dusk, but in no event later than 9:00 p.m. Outdoor recreation lights shall be turned off no later than 9:00 p.m. Prior to 8:00 a.m., the use of pool facilities shall be restricted to Owners only. No use prior to 8:00 a.m. shall be allowed which is deemed disruptive to the peaceful enjoyment of those residents living in close proximity to the pool area.
- c. All persons twelve (12) years of age or younger shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).
- d. Wheelchairs, strollers, child waist and arm flotation devices shall be permitted in the pool area. No rafts and similar flotation devices shall be permitted in the pool area.

2. Code of Conduct for the Pool Area:

- a. No nude swimming shall be allowed at any age. Children wearing diapers must wear rubber pants over the diapers while in the pool.
- b. No intoxicants shall be permitted in the pool area.
- c. No roller skates, skateboards, roller blades, bicycles, scooters, balls of any kind, scuba equipment, swimming fins and other play or exercise equipment shall be permitted in the pool area.
- d. No dunking, rough play, profane language, diving or jumping in the pool shall be permitted.
- e. No running, pushing, rough play or profane language in the pool area shall be permitted.
- f. No radios, tape or CD players or portable televisions shall be permitted in the pool area without the use of headphones.

3. Health and Safety Considerations:

- a. All users shall shower before entering the pool.
- b. No soaps or shampoos shall be used at the pool side shower.
- c. Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
- d. No glass containers or other breakable objects shall be permitted in the pool area.
- e. All belongings shall be removed when the user is leaving the pool area. The Association and its Board shall not be responsible for any belongings lost or stolen.
- f. All rubbish, garbage, trash, refuse or other waste materials shall be placed into containers around the pool area provided for this purpose or removed from the pool area.
- g. A three (3) foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool area shall not otherwise be blocked.
- h. In accordance with health department regulations, no food, drink or animals are permitted in the pool or on the pool deck.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
RULES FOR THE SWIMMING POOL AREA (continued)**

4. Use of pool furniture and equipment:
 - a. Pool furniture shall not be removed from the pool area.
 - b. Pool furniture shall not be reserved for anyone not in the pool area.
 - c. Pool furniture and equipment shall not be modified, altered or changed in any manner.
 - d. Towels shall be placed on pool furniture when in use.
5. Use of the pool area shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Common Areas and Recreational Parcels".

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
RULES FOR THE BASKETBALL COURTS**

1. PLAYERS SHALL PLAY AT THEIR OWN RISK.
2. Basketball Court Use:
 - a. The basketball courts are open for play from dusk to dawn.
 - b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
 - c. Play shall be limited to one (1) hour when other players are waiting at the expiration of the one hour.
3. Specific Basketball Court Use Restrictions:
 - a. The basketball court is restricted to the playing of basketball only.
 - b. No one shall be permitted on the basketball courts except those persons playing basketball.
 - c. Roller skates, skateboards, roller blades, bicycles, scooters, balls other than basketballs and other play or exercise equipment shall be prohibited on the basketball courts.
 - d. Children ten (8) years of age and younger shall be accompanied by an adult and shall not disrupt the play of others.
 - e. No intoxicants or food shall be permitted on the basketball courts.
 - f. All belongings shall be removed from the basketball courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
4. Code of Conduct for the Basketball Courts:
 - a. Boisterous or profane language shall be not used by players or spectators.
 - b. No bare chests shall be allowed.
5. Use of the basketball courts shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Common Areas and Recreational Parcels".

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
RULES FOR THE TENNIS COURTS**

1. **PLAYERS SHALL PLAY AT THEIR OWN RISK.**
2. **Tennis Court Use:**
 - a. The tennis courts are open for play from 8:00 a.m. to 10:00 p.m.
 - b. During morning hours (8:00 a.m. to 12:00 noon), players shall maintain low noise levels.
 - c. Private lessons shall not be given during prime playing hours (5:00 p.m. to 9:00 p.m.).
 - d. Play shall be limited to one and a half (1 1/2) hours for doubles play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
3. **Specific Tennis Court Use Restrictions:**
 - a. The tennis court is restricted to the playing of tennis only.
 - b. No one shall be permitted on the tennis courts except those persons playing tennis.
 - c. Roller skates, skateboards, roller blades, bicycles, scooters, balls other than tennis balls and other play or exercise equipment shall be prohibited on the tennis courts.
 - d. Children ten (10) years of age and younger shall be accompanied by an adult and shall not disrupt the play of others.
 - e. No intoxicants or food shall be permitted on the tennis courts.
 - f. All belongings shall be removed from the tennis courts when play is complete. The Association and its Board shall not be responsible for belongings lost or stolen.
4. **Code of Conduct for the Tennis Courts:**
 - a. Boisterous or profane language shall be not used by players or spectators.
 - b. Walking behind the playing area while a point is being played shall be prohibited.
 - c. Entering or leaving a court shall only occur when the play of other players is between points.
 - d. Only proper tennis attire and shoes shall be worn. No swimsuits or bare chests shall be allowed. Only sneakers shall be worn on the tennis courts. Black soled sneakers shall not be permitted.
5. **If a reservation schedule is maintained on a board at the tennis courts, the following shall apply:**
 - a. Reservations for play shall not be made earlier than the day before the requested time.
 - b. Names of all players shall be posted with the requested time.
 - c. Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
 - d. Unassigned court time may be signed up for by the same players on the same day.
 - e. Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
 - f. If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
RULES FOR THE TENNIS COURTS (continued)**

6. There shall be a Tennis Committee consisting of residents who are familiar with the game of tennis. The Tennis Committee shall supervise the use of the court and bring all problems that may arise to the attention of the Board. All special events, lessons and planned activities shall be scheduled and approved in advanced through the Tennis Committee.
7. Use of the tennis courts shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Common Areas and Recreational Parcels".

**SILVER SHORES MASTER ASSOCIATION, INC.
INITIAL RULES AND REGULATIONS
RULES FOR THE RECREATION CENTER**

1. Recreation Center Use:

- a. Recreation Center hours shall be 8:00 a.m. to 10:00 p.m. Time extensions for social or Community events may be granted at the discretion of the Board or, if applicable, the Recreation Center Committee. Activities outside the Recreation Center shall not be allowed after 9:00 p.m.
- b. All persons twelve (12) years of age and younger shall be accompanied by an Owner or supervising adult over the age of twenty-one (21).
- c. All belongings shall be removed from the Recreation Center when leaving. The Association and its Board shall not be responsible for belongings lost or stolen.
- d. No immoral, offensive or unlawful use shall be made of the Recreation Center. All laws and regulations of all applicable governmental entities shall be strictly observed.

2. Code of Conduct for the Recreation Center:

- a. No smoking in the Recreation Center or any rooms therein shall be allowed.
- b. Proper attire shall be worn in the Recreation Center.
- c. Bare feet, bare chests and swimsuits shall be prohibited in the Recreation Center, other than to use the locker room facilities provided that entry to and exit from the Recreation Center is through the door adjacent to the locker rooms directly accessing the pool area.

3. Rules for Use of Exercise Room:

- a. All equipment shall be used at the risk of the person exercising.
- b. Children sixteen (16) years of age and younger shall not be permitted in the exercise room.
- c. Athletic shoes and shirts shall be worn at all times.
- d. As a courtesy to others, people exercising are requested to allow others to work in with them.
- e. A thirty (30) minute time limit shall apply on all cardio-vascular equipment when someone is waiting.
- f. Equipment shall be wiped down after usage.

4. Equipment and supplies shall not be stored in any location other than as specifically approved in writing by the Recreation Center Committee.

5. No signs, notices or photos shall be posted on any of the walls or windows of the Recreation Center, other than on bulletin boards, if made available by the Association for that specific purpose.

6. Use of the Recreation Center shall also be governed by all other applicable Rules and Regulations adopted by the Board, including but not limited to those concerning the "General Use of Common Areas and Recreational Parcels".

**AMENDMENTS TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS FOR SILVER SHORES MASTER ASSOCIATION, INC.**

(Additions are indicated by underline; deletions by -----)

ARTICLE 8
Use Restrictions

SECTION 8.31. Leasing . A lessee of any portion of the Committed Property shall by execution of such lease, be bound by all applicable terms and provisions of this Master Declaration and be deemed to, accept his leasehold estate subject to this Master Declaration, agree to conform and comply with all provisions contained herein and allow the lessor or the Master Declaration to fulfill all obligations imposed pursuant thereto. As provided for in this section, the Association must approve any lease of a Unit. Included within the foregoing is any renewal of a lease in force at the time of approval of this amendment. All leases of a Unit must be in writing and specifically be subject to this Declaration, the Articles, the By Laws, and Rules and Regulations and copies delivered to the Association prior to occupancy by the tenant(s). Without the prior written consent of the Association, which may be withheld in the Association's sole discretion, no lease shall be for a period of less than six (6) months or greater than one (1) year. Any person(s) occupying a Unit longer than a fourteen (14) day period in the absence of the Owner shall be deemed occupying the Unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an Owner may permit members of his/her immediate family to occupy his/her Unit as a guest in his absence for periods of less than fourteen (14) days, provided the Association is given written notice of such occupancy. Subleases, room rentals and Assignments of Lease are prohibited. After approval, Units may be leased, provided the occupancy is only by the Lessee, his family and social guests in accordance with Article 8.3 of this Declaration. No Unit may be leased during the twenty-four (24) months following the date of conveyance or transfer of title or other ownership interest to the Unit. This provision shall not apply to any Unit Owners who own their Unit on the effective date of this amendment, nor does it operate to invalidate any leases which are valid on the effective date of this amendment. The prohibition against leasing during the first twenty-four (24) months of ownership shall not apply to the Association's ownership of a Unit in the event the Association obtains title to a Unit through a foreclosure action or by a deed in lieu of foreclosure.

(a) Procedure for Lease. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty(30) days prior to the commencement of the proposed lease term (or renewal), an Owner or his agent shall apply to the Association, in accordance with the following procedures for approval of such lease. The Unit Owner shall, before accepting any offer to lease or rent his or her Unit, deliver to the Board of Directors of the Association a written notice containing the terms of the offer that has been received or which he or she wishes to accept, the name and address of the person(s) to whom the proposed lease is to be made, copies of driver's licenses or other official identification of

the proposed adult occupants and three individual references (local, if possible), and such other information that the Board of Directors deems necessary in its sole discretion, (to be requested within ten (10) days from receipt of such notice) as may be required by The Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Board of Directors shall have the right to require a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used shall be required. In addition, simultaneously with the giving of a notice to lease or rent his or her Unit, the Association may require the payment of a preset screening fee of \$100.00 per occupant (over 18 years of age), or the maximum amount allowable by law. The Association may waive the application requirement if the tenant/tenants has/have resided in the Unit pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Association may further require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(b) Owner Obligation's to Provide Lease and Ensure Behavior of Tenant. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner, regardless whether the lease contains such authority, to undertake whatever action is necessary to abate the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment in the same manner as common expense charges.

(c) Security Deposit. In addition to the other requirements associated with a lease as stated in this section and elsewhere in this Declaration, the Association shall require a security

the proposed adult occupants and three individual references (local, if possible), and such other information that the Board of Directors deems necessary in its sole discretion, (to be requested within ten (10) days from receipt of such notice) as may be required by The Board of Directors of the Association. The Board of Directors of the Association is authorized to waive any or all of the references aforementioned. The Board of Directors shall have the right to require a substantially uniform form of lease be used or in the alternative, the Board's approval of the lease form to be used shall be required. In addition, simultaneously with the giving of a notice to lease or rent his or her Unit, the Association may require the payment of a preset screening fee of \$100.00 per occupant (over 18 years of age), or the maximum amount allowable by law. The Association may waive the application requirement if the tenant/tenants has/have resided in the Unit pursuant to an approved lease or other occupancy prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting, or occupancy by persons other than permitted guests without the advance written approval of the Board. The Association may further require a background investigation as to the proposed lessee's finances, credit history, criminal history, residential history or otherwise. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease within thirty (30) days after receipt of the application, complete with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval.

(b) Owner Obligation's to Provide Lease and Ensure Behavior of Tenant. It shall be the Owner's obligation to furnish the lessee with a copy of the Declaration and applicable Rules and Regulations. Each lease, or addenda attached thereto, shall contain an agreement of the lessee to comply with the Declaration and applicable Rules and Regulations and shall provide or be deemed to provide that any violations of the aforementioned documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Owner shall have a duty to bring his or her tenant/tenants conduct and actions into compliance with the Declaration and applicable Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Declaration and applicable Rules and Regulations, the Association shall then have the authority to act as agent of the Owner, regardless whether the lease contains such authority, to undertake whatever action is necessary to abate the tenant/tenants non-compliance with the aforementioned documents, including without limitation the right to institute an action for eviction against the tenant/tenants in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Owner which shall be secured by assessment in the same manner as common expense charges.

(c) Security Deposit In addition to the other requirements associated with a lease as stated in this section and elsewhere in this Declaration, the Association shall require a security

deposit subject to the following terms and conditions. Upon approval by the Association of an approved lease as elsewhere provided herein and prior to occupancy of a Unit, the person seeking approval to lease the Unit or the Owner of the Unit ("remitter / lessee") shall be required to remit to the Association certified funds in the amount of ONE THOUSAND AND 00/100 (\$1000.00) DOLLARS to be utilized as a deposit as hereinafter described.

The sums shall be held in escrow by the Association pursuant to the following terms and conditions:

- (i) All sums received by the Association under this provision will be kept in a non-interest bearing account and shall not be commingled with other funds of the Association.
- (ii) The sums tendered relative to any lease shall be disbursed to the Association if there is damage to the common areas including but not limited to clubhouse facilities as a result of the negligence of the Unit Owner, his guests lessees, and invitees.

After written notification of the termination of the lease the sum shall be disbursed to the remitter / lessee within fifteen (15) days subject to any deductions for damages to the common area as provided above. Should there be damage to the common elements by the tenant, his guest or invitees, the Association shall be entitled to possession of the deposited funds. Any approval by the Association as elsewhere provided herein is conditional upon remittance of the security deposit and any occupancy without submission of the security deposit will be deemed the approval void and will subject the occupants to eviction.

(d) Disapproval of Leasing. If the Association disapproves a proposed lease (or renewal), the Owner shall receive a statement indicating same and the lease shall not be made or renewed. Any rental of a Unit made in violation of this Declaration shall be voidable and the Association may invoke any remedies provided by law, including but not limited to the initiation of immediate eviction proceedings to evict the unauthorized persons in possession. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. Approval of a lease of the Association shall be withheld only if a majority of the entire Board so votes. The Board may consider the following factors and may confer with counsel in reaching its decision. The following may be deemed to constitute good cause for disapproval:

- (i) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration or applicable Rules and Regulations Documents or the occupancy is inconsistent with the aforementioned documents.
- (ii) The person seeking approval (which shall include all proposed occupants) has ~~been convicted of a felony~~ a criminal history involving violence to persons or

property, or demonstrating dishonesty or moral turpitude.

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(iv) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for herein.

(v) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or Associations.

(vi) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

(vii) All assessments, fines and other charges against the Unit have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

(e) Responsibility of Owner for Lessees. The Owner shall be responsible for the negligence, conduct, acts, or omissions of the Owner's Guests, Lessees and Invitees. The Owner shall be responsible for any damage caused to the Association's common areas by the Owner's Guests, Lessees and Invitees. In the event of non-payment by the Owner of any damage to the common areas, such amounts will be considered assessments and collectable in the manner as provided in Article 6 of the Declaration.

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
SILVER SHORES MASTER ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants, Restrictions and Easements for Silver Shores Master Association, Inc. as recorded in Official Records Book 23967 at Page 0755, et seq. of the Public Records of Broward County, Florida was adopted by the approval of Voting Members representing two-thirds (2/3rd) of the total votes of the membership at a meeting held on October 6, 2014.

IN WITNESS WHEREOF, we have affixed our hand this 7th day of October, 2014
at Miramar, Florida

SILVER SHORES MASTER ASSOCIATION, INC.
a Florida not-for-profit corporation

By: Morris Hatcher

Morris Hatcher, President

By: Antero Garcia

ANTERO GARCIA, Secretary

WITNESS

Sign: Iott Da Costa Robinson

Sign: Anisa Kumar

Print Name: Iott Da Costa Robinson

Print Name: ANISA KUMAR

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this 7th day of Oct, 2014, by Morris Hatcher, as President and Antero Garcia, as Secretary of Silver Shores Master Association, Inc. a Florida not-for profit corporation.

Personally Known ☒ OR
Produced Identification _____

Type of Identification _____

NOTARY PUBLIC-STATE OF FLORIDA

Sign: Mayerlin Samper

Print: Mayerlin Samper





RCVD 29 AUG '08

BROUGH, CHADROW & LEVINE, P.A.
ATTORNEYS AT LAW

GLOBAL COMMERCE CENTER
1900 NORTH COMMERCE PARKWAY
WESTON, FLORIDA 33326

SCOTT L. PESTCOE, OF COUNSEL

DAVID L. BROUGH
MICHAEL S. CHADROW
SCOTT J. LEVINE
AMBER N. WARREN

TELEPHONE: 954-384-0732
FACSIMILE: 954-384-0846
WWW.BCLPA-LAW.COM

August 26, 2008

Silver Shores Master Association, Inc.
c/o Castle Management
P.O. Box 550098
Fort Lauderdale, FL 33355
Attn: Ms. Jennifer Defreitas & The Board of Directors

RE: CLIENT NEWSLETTER / 2008 LEGISLATIVE UPDATE

Dear Ms. Defreitas & The Board of Directors:

In an effort to keep our clients informed as to the current status of Florida law with regard to homeowners associations and condominium associations, we are pleased to provide our clients with this complimentary legislative update.

The 2008 regular session of the Florida Legislature resulted in many changes which impact the day-to-day operations of community associations. Please note that the information contained herein is intended to provide a brief overview of the most significant changes to Florida Statutes Chapter 720 (governing homeowners associations) and Florida Statutes Chapter 718 (governing condominium associations), is summary in nature and is not meant to be all inclusive. Should you have any specific questions or concerns with regard to the statutory changes discussed herein, or any issues pertaining to your association, we invite and encourage you to contact our office.

HOMEOWNERS ASSOCIATIONS (FLORIDA STATUTES - CHAPTER 720)

I. Florida Statute §720.3085 (Effective July 1, 2008)

With respect to assessments, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

(a) The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

(b) One percent of the original mortgage debt.

II. Florida Statute §720.304 (Effective July 1, 2008)

Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, provided that the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from such a flagpole, regardless of any covenants, restrictions, bylaws, rules, or requirements of the association, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size or smaller than the United States flag.

CONDOMINIUM ASSOCIATIONS (FLORIDA STATUTES - CHAPTER 718)

I. Florida Statute §718.111(1)(b) (Effective July 1, 2008)

A director is permitted to abstain from voting without the presumption that the director has taken any position.

II. Florida Statute §718.111(1)(d) (Effective October 1, 2008)

An officer, director or agent shall perform their duties in good faith. Failure to perform those duties will result in liability for monetary damages if the failure constitutes a violation of criminal law, if such officer, director or agent gained a personal benefit, or if the failure constitutes an act or omission in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

III. Florida Statute §718.111(11)(a) (Effective July 1, 2008)

Adequate hazard insurance, regardless of any requirement in the declaration of condominium for coverage by the association for full insurable value, replacement cost, or similar coverage, shall be based upon the replacement cost of the property to be insured as determined by an independent insurance appraisal or updated of a prior appraisal. The full insurable value shall be determined at least once every 36 months. When determining the adequate amount of hazard insurance coverage, the association may consider deductible as determined by this subsection.

IV. Florida Statute §718.111(11)(c) (Effective July 1, 2008)

Policies may include deductibles as determined by the Board. The deductibles shall be consistent with industry standards and prevailing practice for communities of similar size and age, having similar construction and facilities in the locale where the condominium property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The board shall establish the amount of deductible based upon the level of available funds and predetermined assessment authority at a

meeting of the board.

V. Florida Statute §718.111(11)(g) (Effective July 1, 2008)

Every hazard insurance policy issued or renewed on or after January 1, 2009, to an individual unit owner must contain a provision stating that the coverage afforded by such policy is excess coverage over the amount recoverable under any other policy covering the same property. Such policies must include special assessment coverage of no less than \$2,000 per occurrence. An insurance policy issued to an individual unit owner providing such coverage does not provide rights of subrogation against the condominium association operating the condominium in which such individual's unit is located. The association may require unit owners to provide proof of an effective hazard and liability insurance policy but not more than once a year. Failure of a unit owner to properly provide proof of insurance within 30 days of the delivery of the association's request, the association may purchase a policy on the owner's behalf. The cost of the policy and/or subsequent reconstruction and repairs may be collected in the manner described in Section 718.116. The association is responsible for all reconstruction work after a casualty loss, unless otherwise specified under Section 718.111(11). A multicondominium association may operate as a single condominium for insurance matters, including, but not limited to, the purchase of the hazard insurance required by this section and appointment of deductibles and damages in excess of coverage.

VI. Florida Statute §718.111(12)(a)11 (Effective October 1, 2008)

Any person who knowingly or intentionally defaces, destroys or fails to create or maintain accounting records is subject to civil penalties.

VII. Florida Statute §718.111(12)(a)16(b) (Effective October 1, 2008)

The official records of the association shall remain within the state for at least 7 years and shall be made available to a unit owner within 45 miles of the property within 5 working days after receipt of a written request. Timeshare condominiums are not subject to the distance requirement. The association may also make the records available through the Internet or by being viewed on a computer screen and printed upon request.

VIII. Florida Statute §718.111(12)(a)16(c)4 (Effective October 1, 2008)

In order to prevent identity theft, Social Security numbers, driver's license numbers, credit card numbers and other personal identifying information will not be contained within the official records of the association.

IX. Florida Statute §718.111(13) (Effective October 1, 2008)

Requires the Division to create rules including the disclosure of at least a summary of the reserves, including information as to whether such reserves are being funded at a level sufficient to prevent the need for a special assessment, and, if not, the amount of assessments necessary to bring the reserves up to the level necessary to avoid a special assessment.

X. Florida Statute §718.111(13)(d)3 (Effective October 1, 2008)

The developer shall pay for any audit or review if done prior to turnover of control of the association. The association may not waive the financial reporting requirements for more than 3 consecutive years.

XI. Florida Statute §718.112(2)(b)2 (Effective October 1, 2008)

No voting interest or consent right allocated to a unit owned by the association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

XII. Florida Statute §718.112(2)(c) (Effective October 1, 2008)

Unit owners may place an item on the agenda, either at a regular board meeting or at a special meeting, if 20% of the voting interests petition the board within 60 days. Notice of any meeting in which regular or special assessments against unit owners are to be considered shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments.

XIII. Florida Statute §718.112(2)(d)1 (Effective October 1, 2008)

The annual meeting of the unit owners shall be held at the location provided in the bylaws. If the bylaws do not state a location, the meeting shall be held within 45 miles of the condominium. This is not applicable to timeshares. The terms of all board members shall expire at the annual meeting and unless otherwise permitted, the board members may stand for re-election. If permitted by the bylaws, the association board members may serve 2-year staggered terms with approval of the majority of the total voting interests. If no person is interested in running for the position of a board member whose term has expired, such board member whose term has expired will be automatically reappointed to the board. If the condominium association has more than 10 units, co-owners of a unit shall not serve as members of the board at the same time. Any owner who has been suspended or removed by the Division or who is delinquent in the payment of any fee or assessment shall not serve on the board. Anyone who has been convicted of a felony shall not serve on the board unless that person's civil rights have been restored for at least 5 years as of the date from which election to the board is sought.

XIV. Florida Statute §718.112(2)(d) 3 (Effective October 1, 2008)

A 60 day election notice shall include a certification form provided by the Division attesting that he or she has read and understands, to the best of his or her ability, the governing documents of the association and the provisions of this Chapter and any applicable rules. The signed certification form must be furnished by the candidate not less than 35 days before the election.

XV. Florida Statute §718.112(2)(d)4 (Effective October 1, 2008)

Proxy questions relating to reducing or waiving the funding of reserves shall contain the following statement in capitalized, bold letters in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

XVI. Florida Statute §718.112(2)(n) (Effective October 1, 2008)

A director or officer more than 90 days delinquent in the payment of regular assessments shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

XVII. Florida Statute §718.112(2)(o) (Effective October 1, 2008)

A director or officer charged with a felony theft or embezzlement offense involving the association's funds or property shall be removed from office, creating a vacancy in the office to be filled according

to law. While such director or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a director or officer. If the charges are resolved without a finding of guilt, the director or officer shall be reinstated for the remainder of his or her term of office.

XVIII. Florida Statute §718.113(5)(a) (Effective October 1, 2008)

The board may, subject to the provisions of Florida Statute §718.3026 and the approval of a majority of voting interests of the condominium, install hurricane protections that comply with or exceed the applicable building code. A vote of the owners is not required if the hurricane protection is the responsibility of the association pursuant to the declaration of condominium. Where hurricane protection exceeds the current applicable building code that has been previously installed, the board may not install hurricane shutters or other hurricane protection.

XIX. Florida Statute §718.113(5)(b) (Effective October 1, 2008)

The association shall be responsible for the maintenance, repair and replacement of the hurricane shutters or other hurricane protection if they are the responsibility of the association pursuant to the declaration of condominium. If, pursuant to the declaration of condominium, the shutters or other hurricane protection are the responsibility of the unit owners, they shall be the responsibility of the unit owners.

XX. Florida Statute §718.113(5)(d) (Effective October 1, 2008)

If approval is required by the documents, a board shall not refuse to approve the installation or replacement of hurricane shutters by a unit owner conforming to the specifications adopted by the board.

XXI. Florida Statute §718.113(6) (Effective October 1, 2008)

Requires any condominium building greater than 3 stories in height, at least every 5 years, to be inspected and the board to provide a report under seal of an architect or engineer authorized to practice in this state attesting to required maintenance, useful life, and replacement costs of the common elements. An association may waive this requirement if approved by a majority of the voting interests. Such meeting and approval must occur prior to the end of the 5-year period and is effective only for that 5-year period.

XXII. Florida Statute §718.113(7) (Effective October 1, 2008)

An association may not refuse the request of a unit owner for a reasonable accommodation for the attachment on the mantle or frame of the door of the unit owner a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

XXIII. Florida Statute §718.115(1)(e) (Effective October 1, 2008)

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters or other hurricane protection by the board shall constitute a common expense if the association is responsible for the maintenance, repair, and replacement of the hurricane shutters or other hurricane protection. If the maintenance, repair and replacement of the hurricane shutters or other hurricane protection is the responsibility of the unit owners, the cost shall be charged individually to the unit owners based on the cost of installation of the hurricane shutters or other hurricane protection appurtenant to the unit. Any unit owner who has previously installed hurricane shutters in accordance with Florida Statute §718.113(5) or other hurricane protection which comply with the current

applicable building code shall receive a credit equal to the portion of the assessed installation cost assigned to each unit. Such unit owner shall remain responsible for the share of expenses for hurricane shutters or other hurricane protection installed on common elements and association property by the board.

XXIV. Florida Statute §718.121(4) (Effective July 1, 2008)

A 30 day notice of intent to file a lien must be delivered to the owner by certified mail, return receipt requested, and by first class United States mail to the owner at his or her last known address as reflected in the records of the association. If the address reflected in the records is outside the United States, the notice must be sent by first-class United States mail to the unit and to the last known address by regular mail with international postage.

XXV. Florida Statute §718.1124 (Effective October 1, 2008)

This is a new statutory section stating that if there are enough vacancies on an association's board of directors that a quorum cannot be established, unit owners can petition the circuit court to appoint a receiver to manage the affairs of the association.

XXVI. Florida Statute §718.1265 (1) (Effective October 1, 2008)

Allows the board of directors to exercise certain powers in response to damage caused by an event for which a state of emergency is declared.

XXVII. Florida Statute §718.1265 (2) (Effective October 1, 2008)

The special powers shall be limited to the time reasonably necessary to protect the health, safety, and welfare of the association and the unit owners and the unit owners' family members, tenants, guests, agents or invitees, and shall be reasonably necessary to mitigate further damage and make emergency repair.

XXVIII. Florida Statute §718.301 (1)(e) (Effective October 1, 2008)

Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association when the developer files a petition seeking protection in bankruptcy.

XXIX. Florida Statute §718.301 (1)(f) (Effective October 1, 2008)

Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association when a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment.

XXX. Florida Statute §718.301 (4)(p) (Effective October 1, 2008)

The developer must include a report in the official records, under seal of an architect or engineer authorized to practice in this state, attesting to required maintenance, useful life, and replacement costs of certain enumerated common elements comprising a turnover inspection report.

XXXI. Florida Statute §718.3025 (1)(f) (Effective October 1, 2008)

Requires disclosure of any financial or ownership interest a board member or any party providing

maintenance or management services to the association hold with the contracting party.

XXXII. Florida Statute §718.302(3) (Effective October 1, 2008)

Any contract or other transaction shall comply with the requirements of Florida Statute §617.0832 and required disclosures shall be entered into the written minutes of the meeting. Approval of the contract or other transaction shall require an affirmative vote of two-thirds of the directors present. The contract or other transaction shall be disclosed to the members at the next regular or special meeting and may be canceled by a majority vote of the members present. If the members cancel the contract, the association will only be liable for the reasonable value of the goods and services provided up to the time of cancellation and will not be liable for any termination fee, liquidated damages, or other forms of penalty.

XXXIII. Florida Statute §718.303 (3) (Effective October 1, 2008)

Board members and persons residing in a board member's household shall be disqualified from being a member of the grievance committee.

XXXIV. Florida Statute §718.501(1) (Effective October 1, 2008)

Provides the Division with complete jurisdiction to investigate complaints and enforce compliance with the provisions of this Chapter with respect to associations that are still under developer control and complaints against developers involving improper turnover or failure to turnover. After turnover has occurred, the Division shall only have jurisdiction to investigate complaints related to financial issues, elections, and unit owner access to association records.

XXXV. Florida Statute §718.501 (4) (Effective October 1, 2008)

Allows the Division to impose a civil penalty against any board member who wilfully and knowingly violates a provision of this Chapter and may order the removal of such individual as an officer or from the board of administration or as an officer of the association; and may prohibit such individual from serving as an officer or on the board of a community association for a period of time.

XXXVI. Florida Statute §718.501 (5)(j) (Effective October 1, 2008)

Requires the Division to provide training and educational programs for condominium association board members and unit owners which may include web-based electronic media and live training and seminars in various locations throughout the state. The Division shall maintain a current list of approved programs and providers and shall make the list available to board members and unit owners in a reasonable and cost-effective manner.

XXXVII. Florida Statute §718.501 (5)(n) (Effective October 1, 2008)

Condominium association directors, officers and employees; condominium developers; community association managers and community association management firms have an ongoing duty to reasonably cooperate with the Division in any investigation pursuant to this section. The Division shall refer to local law enforcement authorities any person whom the Division believes has altered, destroyed, concealed or removed any record, document, or thing required to be kept or maintained by this Chapter with the purpose to impair its verity or availability in the department's investigation.

XXXVIII. Florida Statute §718.503 (Effective October 1, 2008)

A prospective purchaser is entitled to receive from the seller a copy of the governance form which shall provide a summary of the governance of the condominium association. The governance form shall include certain enumerated subjects. In addition, the governance form shall include the following statement in conspicuous type: "This publication is intended as an informal educational overview of condominium governance. In the event of a conflict, the provisions of chapter 718, Florida Statutes, rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, the provisions of the condominium documents, and reasonable rules adopted by the condominium association's board of administration prevail over the contents of this publication."

FIRE PREVENTION AND CONTROL (FLORIDA STATUTES- CHAPTER 633)

I. Florida Statute §633.027 (Effective July 1, 2008)

The owner of any multi-unit residential structure of three (3) units or more that uses light-frame truss-type construction shall mark the structure with a sign or symbol approved by the State Fire Marshall in a manner sufficient to warn persons conducting fire control and other emergency operations of the existence of the light-frame truss-type construction in the structure.

As stated above, the information contained herein is summary in nature. Should you have any specific questions with regard to the statutory changes or any other matter, please do not hesitate to contact our office.

MISCELLANEOUS PROFESSIONS AND OCCUPATIONS (FLORIDA STATUTES - CHAPTER 468)

I. Florida Statute §468.431(2) (Effective October 1, 2008)

Beginning on January 1, 2009, all Florida community associations must be managed by a manager or management firm holding a community association management ("CAM") license if the project contains more than 10 units or has an annual budget in excess of \$100,000.

BROUGH, CHADROW & LEVINE, P.A.