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IN THE CIRCUIT COURT FOR THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.:

BROOKSIDE AT INDIAN SPRINGS
HOMEOWNER'S ASSOCIATION, INC.,

Plaintiff,

v.

INDIAN SPRING MASTER ASSOCIATION,
INC.,

Defendant.

**COMPLAINT FOR DECLARATORY ACTION, INJUNCTIVE RELIEF AND
DAMAGES**

Plaintiff, BROOKSIDE AT INDIAN SPRING HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as "BROOKSIDE"), by and through the undersigned counsel, hereby sues and files this Complaint for Declaratory Action, Injunctive Relief and Damages against Defendant, INDIAN SPRING MASTER ASSOCIATION, INC., ("ISMA") and alleges as follows:

1. This is an action for declaratory action, injunctive relief and damages over \$15,000.00, and is therefore within the jurisdiction of this Court.

2. Plaintiff, BROOKSIDE AT INDIAN SPRING HOMEOWNERS ASSOCIATION, INC., is a not-for-profit corporation authorized to do business in the State of Florida and governed under Florida Statutes §617 and §720.

3. Defendant, INDIAN SPRING MASTER ASSOCIATION, INC., is a not-for-profit corporation authorized to do business in the State of Florida and governed under Florida Statutes §617 and §720.

5. BROOKSIDE is class representative of all owners in the Association pursuant to §720 and Rule 1.221 of the Florida Rules of Civil Procedure.

5. BROOKSIDE is a homeowner's association that contains 80 homes and is one of twenty-four (24) sub-associations located within ISMA, the Master Association.

6. All homeowners in ISMA pay an assessment fee to both their sub-association and to ISMA.

7. The assessment fee to ISMA is based on the size of the parcel of each particular sub-association and the designation of the types and sizes of parcels in ISMA is articulated in Section 7.8 of ISMA's Declaration of Covenants entitled "Apportionment of Assessments." A copy of all relevant portions of ISMA's Declaration of Covenants is attached as "Exhibit A".

8. BROOKSIDE is considered a 9-share parcel.

9. When BROOKSIDE was established in 1993, BROOKSIDE had language in its own Declaration of Covenants that gave ISMA the ability to charge BROOKSIDE up to a 1.4 multiplier on the assessment. A copy of all relevant portions of BROOKSIDE's Declaration of Covenants is attached as "Exhibit B".

10. Upon information and belief, BROOKSIDE established this covenant in their Declaration of Covenants because at that time BROOKSIDE was the only sub-association to have its own manned gatehouse.

11. As it stands today, there are seven (7) entrance gates to ISMA's sub-associations, and six (6) of the seven (7) gates consist of manned gatehouses.

12. Despite the change in circumstances as alleged in Paragraph 11, ISMA has continually charged BROOKSIDE the maximum 1.4 multiplier without providing

justification to BROOKSIDE on how the multiplier was calculated, or any information or proof of actual costs or how the multiplier funds were being used.

13. ISMA continually charged BROOKSIDE the maximum 1.4 multiplier without any explanation as to why BROOKSIDE was the only sub-association out of the 24 that was paying the multiplier.

14. Specifically, now that 6 of the 7 gatehouses are manned gatehouses, BROOKSIDE found it inequitable that only BROOKSIDE was paying a multiplier.

15. The 1.4 multiplier effectively established BROOKSIDE as a 12.6 share parcel, which required BROOKSIDE to pay the highest assessment fees to ISMA, contrary to ISMA's own Declaration of Covenants. A copy of the ISMA developed spreadsheet that reflects the fees paid by properties in ISMA is attached as 'Exhibit C'.

16. After ISMA repeatedly refused to justify or account for the 1.4 multiplier charged to BROOKSIDE, BROOKSIDE decided to proceed with an amendment to its own Declaration of Covenants that would remove the ability of ISMA to charge BROOKSIDE the 1.4 multiplier.

17. On June 11, 2019, at a duly noticed meeting and pursuant to the terms and conditions of the Declaration of Covenants of BROOKSIDE, a majority of the entire membership of the Board of Directors at the meeting and more than 66% of the voting interests of all members of BROOKSIDE voted to approve an amendment to Section 14.11 of the Declaration which effectively removed the 1.4 multiplier provision from BROOKSIDE's own governing documents.

18. On July 1, 2019, BROOKSIDE informed ISMA that because of ISMA's failure to justify the inequity of the excessive quarterly fees and premium paid by

BROOKSIDE to ISMA, and because the multiplier provision was contained in BROOKSIDE's Declaration of Covenants, that BROOKSIDE decided to amend its own Declaration of Covenants to eliminate the multiplier provision.

19. On July 17, 2019, BROOKSIDE recorded the Amendment. A copy of the Amendment that was recorded is attached as "Exhibit D".

20. On July 19, 2019, ISMA's counsel responded to BROOKSIDE's Amendment by threatening to lien and foreclose on all property owners that failed to pay the 1.4 multiplier, regardless of the amendment. A copy of the ISMA Letter threatening foreclosure is attached as "Exhibit E".

21. Despite the fact that there is no current covenant or agreement that requires BROOKSIDE to continually pay ISMA a 1.4 multiplier on the assessment, and ISMA's own covenants state that BROOKSIDE is only required to pay the same assessment amount as the other 9-share parcels in the Master Association, ISMA continues to charge all members of BROOKSIDE the multiplier premium and has threatened to foreclose on all owners in BROOKSIDE, in direct defiance of its own Declaration of Covenants.

22. Specifically, all owners in BROOKSIDE have paid not only the regular assessments, but also the multiplier since October 1, 2019, despite ISMA having no authority or valid covenant to charge that additional amount and despite being placed on notice of same.

23. The multiplier amounts have been made under duress and under the direct threat of lien foreclosure.

24. The multiplier amounts are in violation of Florida Statute §720.306, as assessments for common expenses cannot be increased unless the record parcel owner and all record owners of liens on the parcels join in the execution of the amendment.

25. BROOKSIDE has hired the undersigned attorneys and is entitled to its reasonable attorneys' fees and costs, pursuant to ISMA and BROOKSIDE's Declaration of Covenants and Florida Statute §720.305.

COUNT I-DECLARATORY ACTION

26. This court has subject matter jurisdiction over this action because it is a declaratory relief action and the matter in controversy is within the jurisdictional amount of this court.

27. BROOKSIDE reallege Paragraphs 1-25.

28. A controversy has arisen and at present exists between BROOKSIDE and ISMA concerning their respective rights, duties and obligations concerning the amount of assessments that need to be paid by members of BROOKSIDE to ISMA pursuant to both Declarations of Covenants and Restrictions.

29. BROOKSIDE contends that its members are no longer required to pay the 1.4 multiplier, because BROOKSIDE amended its Declaration of Covenants to remove that obligation pursuant to the provisions and authority of its own Declaration of Covenants.

30. BROOKSIDE contends that the 1.4 multiplier was in direct conflict with ISMA's Declaration of Covenants, which required BROOKSIDE to only pay assessments at the rate of a 9-share parcel.

31. BROOKSIDE contends that ISMA refused to provide any documentation, calculations, proof of expenses, or illustrations as to where the multiplier funds were being applied.

32. BROOKSIDE contends that there has never been a multiplier requirement in the Declaration of Covenants of ISMA, and that no other sub-association has ever paid a multiplier to ISMA.

33. ISMA continues to charge the 1.4 multiplier, even though circumstances related to the gatehouses have changed and an amendment to BROOKSIDE's Declaration of Covenants has now removed the obligation.

34. BROOKSIDE requests a declaration of the rights of both parties as it relates to the assessment obligations of BROOKSIDE under the Declaration of Covenants of both ISMA and BROOKSIDE, specifically the 1.4 multiplier.

35. There is a bona fide, actual, present and practical need for the declaration of rights relating to the amount of assessments

36. This Court entering a declaratory judgment is proper because there is a present controversy as to the present cause and the facts therein.

37. BROOKSIDE's rights are dependent upon the law applicable to the facts.

38. BROOKSIDE and ISMA have an actual, present, adverse and antagonistic interest in the subject matter of the cause.

39. BROOKSIDE and ISMA'S interests are all before the court by proper process, and declaratory relief is not sought as legal advice from the Court, nor is the answer propounded by curiosity.

40. A judicial declaration of the BROOKSIDE and ISMA's rights and duties as it relates to assessments are required under both Declarations of Covenants.

WHEREFORE, BROOKSIDE now requests that this court declare the amendment to section 14.11 of BROOKSIDE's Declaration of Covenants valid; to declare that BROOKSIDE has no obligation under the Declaration of Covenants of ISMA or BROOKSIDE to pay the 1.4 multiplier; that BROOKSIDE is only required to pay the amount of assessments as required for a 9-share parcel; that BROOKSIDE is entitled to a reimbursement for any and all over-payment of assessments made by BROOKSIDE and its attorneys' fees and costs.

COUNT II-INJUNCTION

41. BROOKSIDE incorporates Paragraphs 1-40.

42. BROOKSIDE would show that the actions of ISMA constitute violations of Section 7.8 of ISMA's Declaration of Covenants, constituting a breach thereof, entitling the ASSOCIATION to a permanent injunction.

43. Specifically, ISMA is only entitled to collect assessments from BROOKSIDE as a 9-share parcel pursuant to their own Declaration of Covenants.

44. However, ISMA continues to charge BROOKSIDE as a 12.6-share parcel, even though there are no covenants or restrictions that allow ISMA to charge BROOKSIDE a bigger proportionate share of assessments than all other twenty-three (23) sub-associations in the Master Association.

45. Pursuant to the Declaration of Covenants of ISMA, ISMA is responsible to abide by the Declaration of Covenants, which are covenants running with the land applicable to and for the benefit of all owners of the ASSOCIATION and residents.

46. Irreparable injury and an inadequate remedy at law are presumed in a case involving a breach of a covenant running with the land (such as the instant case), and therefore need not be specifically proved. Nonetheless, BROOKSIDE would show that it is irreparably injured and has no adequate remedy at law, as follows: The acts of the ISMA constitute an appropriation of the legal and equitable rights of the owners and residents in BROOKSIDE for whose benefit and entitlement run and shall be enforced.

47. The aforesaid violation negatively impacts BROOKSIDE in that all its members are under the threat and duress of foreclosure and collection suits if it does not meet the demands of ISMA to pay more than what the Declaration of Covenants for both parties require.

48. BROOKSIDE is without sufficient funds or assets to pay for or post a bond.

49. BROOKSIDE has complied with all conditions precedent before filing this action.

WHEREFORE, BROOKSIDE seeks the following relief from the Court against the Defendants:

- A. For a permanent injunction ordering:
 - 1. Defendant, ISMA, to collect only the 9-share parcel amount from BROOKSIDE pursuant to its own Declaration of Covenants.
 - 2. Defendant, ISMA, to withdraw any and all lien foreclosure threats and collection claims against BROOKSIDE and its members as it pertains to the 1.4 multiplier amount.
- B. A determination that BROOKSIDE is not responsible for the 1.4

multiplier amount.

C. A determination that the BROOKSIDE is not required to post a bond or other monies in connection therewith.

D. Any further relief to which the BROOKSIDE is entitled, including but not limited to its attorneys' fees costs.

COUNT III – BREACH OF COVENANTS

50. BROOKSIDE incorporates Paragraphs 1-49.

51. This is an action for breach of covenants against ISMA relating to annual maintenance assessments levied against BROOKSIDE on real property as situated in Palm Beach County, Florida, for which the Circuit Court has jurisdiction under Florida Statute 26.012(2)(c).

52. ISMA has charged annual maintenance assessments against BROOKSIDE and its members at a higher rate than allowable under ISMA's own Declaration of Covenants.

53. Under the threat of duress and foreclosure, property owners in BROOKSIDE have paid the higher rate of assessments that are being charged.

54. BROOKSIDE has now suffered damages.

55. BROOKSIDE seeks reimbursement of all overpayments made by it and its members to ISMA from October 1, 2019 forward, which is currently no more than \$100,000.00.

WHEREFORE, BROOKSIDE demands judgment against ISMA for all amounts paid by BROOKSIDE in excess of the amounts called for in ISMA's Declaration of Covenants, and all other relief this court deems just, including but not limited to its attorneys' fees and costs.

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By: 

JAY STEVEN LEVINE, ESQUIRE
Florida Bar Number: 219738
 BRENNAN GROGAN, ESQUIRE
Florida Bar Number: 68907

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Maintenance Covenants and Amended and Restated Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws replace the original Declaration of Maintenance Covenants, Restrictions, Articles of Incorporation and By-Laws recorded on the date and at the official records book and page identified above, and any amendments thereto. All of the exhibits to the original Declaration of Maintenance Covenants, Restrictions, Articles of Incorporation and By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**SEE ATTACHED
AMENDED AND RESTATED DECLARATION OF MAINTENANCE
COVENANTS AND AMENDED AND RESTATED RESTRICTIONS FOR
INDIAN SPRING
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION
AND AMENDED AND RESTATED BY-LAWS
FOR INDIAN SPRING MASTER ASSOCIATION, INC.**

* * * * *

WITNESS my signature hereto this 17 day of SEP, 2013, at Boynton Beach, Palm Beach County, Florida.

[Signature]
Witness
G.D. MARKS
(PRINT NAME)
Robert Straus
Witness
Robert Straus
(PRINT NAME)

INDIAN SPRING MASTER ASSOCIATION, INC.
By: [Signature]
President
Attest [Signature]
Secretary

[Notary page to follow]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of September 2013, by Ronald Mitgang and Philip Ceoldstein, as President and Secretary, respectively, of Indian Spring Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced as identification and did take an oath.



Victoria L. Martin (Signature)

Victoria L. Martin (Print Name)
Notary Public, State of Florida at Large

ACTIVE: 4919515_1

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This instrument was prepared by:
Mark D. Friedman, Esquire
Becker & Pollakoff, P.A.
625 North Flagler Drive 7th Floor
West Palm Beach, FL 33401

**AMENDED AND RESTATED
DECLARATION OF MAINTENANCE COVENANTS
AND
AMENDED AND RESTATED
RESTRICTIONS
FOR
INDIAN SPRING**

NOTE: This document is a substantial rewording of the Declaration of Maintenance Covenants executed by Developer on March 16, 1976, recorded on March 29, 1976, at Official Records Book 2522, Page 880, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Declaration of Maintenance Covenants"), except that all Exhibits to the Original Declaration of Maintenance Covenants which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof; and, further, this document is a substantial rewording of the Restrictions for Indian Spring executed by Developer on February 11, 1978, recorded on March 29, 1976, at Official Records Book 2522, Page 875, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Restrictions"), except that all Exhibits to the Original Restrictions which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof. A Notice of Marketable Record Title Action was filed on May 25, 2004 at OR Book 17022, Page 1510.

The Indian Spring Master Association, Inc. is the owner of the following described land in Palm Beach County, Florida, together with any additions made pursuant to the provisions of the Declaration or applicable law, which are included in the exhibits to the original Declaration and incorporated herein by reference:

The East one-half of Section 34, Township 45 South, Range 42 East, the West one-half of Section 35, Township 45 South, Range 42 East; the Northeast one-quarter of Section 35, Township 45 South, Range 42 East, LESS the North 600 feet of the East 433 feet of said Section 35 and LESS all that part of the East 862.60 feet of said Section 35 lying south of the North 720 feet of said Section 35.

which said land is hereinafter called and defined "Indian Spring", for the intent and purpose of preserving the beauty and quality of life of the residents of Indian Spring, hereby declares said land, subject to the following restrictions:

ARTICLE I

DEFINITIONS

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

Section 1.1 "Association" shall mean and refer to Indian Spring Master Association, Inc., a Florida not for profit, operating pursuant to Sections 617 and 720, Florida Statutes, as either may be amended from time to time, the Articles of Incorporation herein sometimes called "Articles", and By-Laws of which are attached and made a part of these Maintenance Covenants. This instrument is the Declaration of Maintenance Covenants for Indian Springs to which the Articles of Incorporation and By-Laws of the Association make reference.

Section 1.2. The "Property" shall mean and refer to all properties platted as Indian Spring and described in this Declaration including all exhibits to the original Declaration which are incorporated herein by reference.

Section 1.3 "Common Expense" shall mean the expenses of administration and management of the Property, the expenses of maintenance, operation, protection, repair and replacement of the Common Area, as well as any other portion of the Property for which the Association is responsible or authorized to maintain, repair or replace, all expenses declared Common Expenses by the provisions of this Declaration, the Articles of Incorporation or By-Laws, any valid charge against the Association or against the Common Area, the costs of carrying out the powers and duties of the Association, and all expenses properly incurred by the Association in the performance of its duties. Common Expense shall also include the cost of communication services, as defined in Chapter 202, Florida Statutes, as the same may be amended from time to time, if the Association chooses to provide such services from time to time.

Section 1.4 "Community" shall be used interchangeably with the term "Property".

Section 1.5 "Declaration" shall mean this Amended and Restated Declaration of Maintenance Covenants which incorporates the Amended and Restated Restrictions for Indian Spring.

Section 1.6 "Indian Spring" shall mean and refer to the real property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants, together with any additions made pursuant to Article II, Section 1 hereof.

Section 1.7 "Parcel" shall mean and refer to any platted subdivision lot including, but not limited to, any individual home site, any large platted tract of land that is larger than a single family dwelling lot, and any condominium unit, together with its interest in the common elements appurtenant thereto, in any condominium on the property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants.

Section 1.8 "Exclusive Common Area" shall mean and refer to any common area which has been conveyed, or committed, to a Property Owners Association or to a Condominium Association for the exclusive use of owners of parcels within the tract of land over which such Property Owners Association or Condominium Association has jurisdiction.

Section 1.9 "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities (if ownership by entity is permitted by a particular Sub-Association), of a Parcel.

Section 1.10 "Total Common Area" shall mean and refer to all the real property in Indian Spring conveyed or committed by Developers to the Association or to a Property Owners Association or to a Condominium Association for the exclusive or non-exclusive use of Owners. The term "Common Area" shall mean some portion of the Total Common Area.

Section 1.11 "Property Owners Association" shall mean and refer to a Florida corporation, not-for-profit, which may be formed by a Developer of a particular tract of real estate in Indian Spring, for the purposes of making available to the Owners of lands in such particular tract certain recreational facilities and Common Areas. The term includes both Homeowners' Associations, pursuant to Chapter 720, Florida Statutes, and Condominium Associations, pursuant to Chapter 718, Florida Statutes.

Section 1.12 "Sub-Association" shall be a term interchangeable with "Property Owners Association"

Section 1.13 "Condominium Association" shall mean the not-for-profit Florida corporation which shall be formed and established in connection with the submission of a tract of real estate in Indian Spring, or a portion thereof, to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time.

Section 1.14 "Master Plan" shall mean and refer to that certain land use plan for Indian Spring on file with Palm Beach County, Florida, pursuant to its Planned Unit Development Ordinance.

Section 1.15 "Member" means a Member of the Association. All Owners of Parcels are Members.

Section 1.16 "Homeowners Association Act" shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 1.17 "Lien for Charges" means a lien which is recorded to secure a Charge. A lien for charges shall be levied when the Association must perform work on behalf of a Parcel Owner which would ordinarily be the Parcel Owner's responsibility or work necessitated by the negligent or intentional actions of the Parcel Owner, his or her tenants or the Parcel Owner or tenant's, family members, guests, visitors, invitees or licensees which cause damage or destruction to the Common Areas. Such charges shall become a lien for charges against said Parcel with the same force and effect as if the charge was part of the Common Expense. Said lien shall be collectible from the Parcel Owner in the same manner, including through foreclosure of the lien, as any other unpaid assessment for Common Expenses as provided elsewhere in this Declaration and the Homeowners Association Act, as either is amended from time to time. Such lien shall also secure interest and late fees at the highest rates allowed by law as amended from time to time, costs and attorney's fees.

Section 1.18 "Exterior Maintenance Assessment" is defined in paragraph 7.7.

Section 1.19 "Improvement" is defined in paragraph 3.2.

ARTICLE II

HOUSING FOR OLDER PERSONS

Section 2.1 Indian Spring is intended as housing for older persons. Accordingly, the Members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all Parcels shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below; and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws, and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the Parcel is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a Parcel as a guest, but no Parcel may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Parcel without at least one occupant over the age of fifty-five (55). The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Parcel with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law.

Section 2.2 The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied Parcels in Indian Spring operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law.

ARTICLE III

ARCHITECTURAL GUIDELINES

Section 3.1 The Association, either through its Board of Directors or the Architectural Committee, if one has been created, has the authority to review all plans and specifications for the location, size, type, color, materials and appearance of any structure or other improvement on any Parcel and may enforce standards for external appearance of any structure or

improvement located on any Parcel as such standards are stated herein or in separately published guidelines and standards as may be created and amended by the Board of Directors from time to time.

Section 3.2 Necessity of Architectural Review and Approval. No improvement or structure or a material change to any existing improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement ("improvement") shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein, thereon, or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved, in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which may be created through separately published guidelines approved by the Board of Directors from time to time, and which by reference are made a part hereof as if fully set forth herein verbatim and as the same may from time to time be amended. The Association is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspectors, and additional specific architectural requirements in addition to the requirements of this Declaration.

Section 3.3 Architectural Review. The architectural review and control functions of the Association shall be administered and performed by the Board of Directors or by an Architectural Review Board as may be appointed by the Board from time to time (the "ARB"), which shall consist of at least two (2) members, or such additional members as determined by the Board of Directors from time to time, who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. A meeting of the ARB shall be called if requested by a Parcel Owner who wishes to install an improvement on his or her Parcel, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least forty-eight (48) hours in advance of the meeting. The architectural review outlined by Article III of the Declaration shall take place only after the Property Owners Association responsible for the Parcel has reviewed the proposed improvement and granted its approval. The Parcel Owner will then be required to obtain the secondary approval of the Indian Spring Master Association. If the Property Owners Association responsible for the Parcel disapproves the proposed improvement in its entirety, the ARB shall have no obligation to review the proposed improvement. If there is no Property Owners Association for a Parcel seeking to install an improvement, the approval of the ARB will be required before work is permitted to commence.

Section 3.4 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

3.4.1 To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, as outlined below. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration

and the Architectural Planning Criteria. All plans and specifications for the Improvements must be in accordance with all applicable governmental building codes. The plot plans must be approved, in writing, by the ARB, prior to the commencement of any work on the Improvements. If approved, each Improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. The Board of Directors or the ARB with the Board's approval may determine the forms, fees, and information required to submit a request and may publish those guidelines separately from time to time. Owners of newly constructed homes or condominium units within Indian Spring, built subsequent to the recording of this amendment, shall become members of the Association upon taking title to the home or condominium unit.

Disapproval of plans and specifications by the ARB may be based upon any ground, including purely aesthetic grounds, which, in the sole and discretion of the ARB shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the ARB. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other structures shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

3.4.2 To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. After the Board approves the modification or amendment, notice of any modification or amendment to the Architectural Planning Criteria, including a copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

3.4.3 To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other Improvement, the construction, erection, performance or placement of which is proposed upon any Parcel in Indian Spring, and two (2) complete sets of the drainage plan, tree survey, color plan and materials designation plan for such Improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or Improvement in accordance with this Declaration and the Architectural Planning Criteria.

3.4.4 To approve or disapprove any Improvements or structure of any kind, as outlined, without limitation in Article 3.4.3, above which is proposed upon any Lot in Indian Spring and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon including, without limitation, any change of color(s), or material(s), size or location. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final and not subject to further review.

3.4.5 The Board of Directors may, from time to time, adopt a schedule of fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

3.4.6 If a Property Owners Association has architectural approval requirements, the Parcel Owners are required to obtain the approval of both the Association and the Property Owners Association.

3.4.7 While the ARB may make recommendations to the Board they have no authority to either approve or disapprove of modifications, improvements, or changes to the Common Areas approved by a majority of the Board of Directors of the Association.

3.4.8 Additional guidelines are found in Article 10.1.10 of this Declaration and the sections which follow.

ARTICLE IV

PROPERTY RIGHTS

4.1 Title to Common Areas. Any future improvements of Indian Spring shall be in accordance with the Master Plan and shall at all times be bound by the covenants and restrictions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as all of the foregoing may be amended from time to time.

4.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Total Common Area which right shall be appurtenant to and shall pass with the title to every Parcel, subject to the following:

4.2.1 the right of the Association (in accordance with its Articles of Incorporation and By-Laws), to borrow money for the purpose of improving the Common Areas which it owns and in aid thereof to mortgage said properties;

4.2.2 the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures;

4.2.3 the right of the Association to dedicate or transfer title to all or any part of the Common Areas which it owns or to grant easements to any public agency, authority, or utility;

4.2.4 all provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association;

4.2.5 rules and regulations governing use and enjoyment of the Common Areas which it owns as may be adopted by the Association from time to time;

4.2.6 restrictions, easements and other matters contained on any and all plats of the lands constituting Indian Spring;

4.2.7 the exclusive right to use Exclusive Common Areas which may be held by Owners of particular Parcels;

4.2.8 obligations and restrictions imposed by governmental entity.

ARTICLE V

Delegation of Master Responsibilities

The functions, duties, responsibilities, and powers of the Association, as to a particular Parcel or Parcels, may be delegated by the Association in whole or in part to and assumed by a Property Owners Association owning the Common Areas or Exclusive Common Areas serving and benefiting such particular Parcel or Parcels at any time after such latter organizations are formed, provided only that the proper performance of such functions, duties, responsibilities and powers shall be a continuing condition and requirement for the efficacy of such delegation and assumption. The delegation of such responsibilities may be modified in whole or in part or revoked by the Board of Directors of the Association at its sole discretion.

ARTICLE VI

Special Taxing District

The Association covenants and agrees, and each Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree, in the event the Association shall cease to exist and its functions, duties, responsibilities, and powers have not been assumed by a municipality or by a Property Owners Association, to the creation of a Special Taxing District by Palm Beach County to cover the costs of the maintenance and operation of the streets, street lights, canals and such other costs as the County shall determine.

ARTICLE VII

Covenants for Maintenance Assessments

Section 7.1 Creation of the Lien and Personal Obligation for the Assessments. Every Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree as follows:

7.1.1 To pay to the Association: (1) the portion of annual assessments attributable to every Parcel owned by such Owner, (2) the portion of any special assessments for capital improvements, major repair, or other purposes, attributable to every Parcel owned by such Owner, and (3) any Exterior Maintenance Assessments attributable to every Parcel owned by such Owner. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

7.1.2 No Owner may avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Association Property or by the abandonment of the Parcel.

7.1.3 Fully developed subdivision lots or condominium units shall be subject to a lien for such assessments in the same manner as other Parcels. A subdivision lot shall be deemed to be fully developed when all Required Improvements (as set forth in the "Subdivision

and Platting Regulations of Palm Beach County, Florida") have been completed, or provided for by the posting of appropriate security with the County of Palm Beach, for the subdivision in which said lot is located and a condominium unit shall be deemed to be fully developed when a Certificate of Occupancy for the building in which said Unit is located has been issued by the appropriate governmental authority.

Section 7.2 Purpose of Assessments. The annual assessment, which may include funds for special improvement projects and for capital improvements, shall be determined on a yearly basis by the Board of Directors of the Association and shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for providing improvement and maintenance of the Common Areas, including but not limited to, the cost of taxes, insurance, security, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The Association is not responsible for maintenance of the Exclusive Common Areas.

Section 7.3 An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the Owner. Except as provided in Section 7.9 below, the Owner shall also be jointly and severally liable with the previous Owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided herein and in the Homeowners Association Act, as amended from time to time, for the collection of unpaid assessments.

Section 7.4 Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Homeowners Association Act on assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Homeowners Association Act. The Association has a lien on each Parcel to secure the payment of assessments. The lien is effective from and shall relate back to the earliest date permitted by the Homeowners Association Act. All claims of lien must state the description of the Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, which are due at the time a claim of lien is recorded, as well as all regular and special assessments or liens for charges which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorneys' fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel. The Association is

entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of assessments as aforesaid, the Association may declare the assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 7.13 below.

Section 7.5 . An Institutional First Mortgagee acquiring title to a Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Homeowners Association Act, as amended from time to time. If any unpaid share of Common Expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

Section 7.6 Special Assessments. Special assessments for capital improvements, repairs or other purposes may be levied by the Board of Directors of the Association from time to time and shall be payable in such manner as may be determined by the Board of Directors.

Section 7.7 Exterior Maintenance Assessments. In addition to maintenance upon the Common Areas, the Association may provide exterior maintenance upon any Parcel or upon any structure on any Parcel which in the Association's opinion requires such maintenance because said Parcel or structure is being maintained in a substandard manner, as determined by the Board of Directors, for a community within Indian Spring. The Association shall notify the Owner of said Parcel in writing, and shall notify the Property Owners Association or Condominium Association, if any, formed in connection with the development of the tract of real estate in which said Parcel is located in writing, delivered to an officer thereof, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within thirty (30) days after the date of said notice, the Association may, but is not obligated to, correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Notwithstanding any provision to the contrary in this Declaration, when a Parcel is abandoned, after one attempt at notification of the Parcel owner via certified mail, the Association may, but is not obligated, to take steps to maintain any portion of the Parcel, including but not limited to the exterior and interior of the Parcel when the Property Owners Association, if one exists for that Parcel, has failed to take such action. Whenever the Association is permitted or required by this Declaration to enter the boundaries of any Parcel or the interior of any structure on any Parcel for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

7.7.1 For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel or exterior of any living unit or other structures or improvements located on Indian Spring at reasonable hours on any day except Saturday and Sunday, except in an emergency.

7.7.2. The cost of such exterior maintenance shall be assessed against the Parcel upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment. Any such special assessment or charge shall be a lien for charges upon the Parcel and an obligation of the Owner and shall become due and payable in all respects together with interest and late fees at the highest amounts permitted by law, as amended from time to time, attorneys' fees and costs of collection as provided for other assessments of the Association. This lien shall be foreclosable in the same manner as all other liens for assessments and special assessments.

Section 7.8 Apportionment of Assessments. With the exception of the Exterior Maintenance Assessments against a particular Parcel, the annual assessments and the special assessments provided for herein shall be apportioned among all Parcels not exempt (pursuant to the provisions of Section 7.10) from such assessments by a formula whereby (a) each Parcel which is a condominium unit shall be apportioned eight (8) shares, (b) each Parcel which contains less than ten thousand square feet of land shall be apportioned nine (9) shares, and (c) each Parcel which contains ten thousand or more square feet of land shall be apportioned ten (10) shares. Notwithstanding the foregoing, the cost of maintenance of Exclusive Common Area which are for the exclusive use of the Owners of particular Parcels shall be assessed only against the Owners of such particular Parcels and such assessment shall be a lien only upon such particular Parcels.

Section 7.9 General Provisions. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

7.9.1 The due date of any special assessment or Exterior Maintenance Assessment thereof shall be fixed in the resolution authorizing such assessment.

7.9.2 The Association shall, upon demand, and for such charge as it may determine from time to time, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth the status of assessments against the Parcel owned by such Owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7.10 Exempt Property. The following property subject to this Declaration shall be exempted from all assessments and liens created herein: (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in this Declaration; (c) all properties exempted from ad valorem taxation by the laws of State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

7.10.1 The following property subject to this Declaration shall be exempt from the annual assessments and special assessments, and from the liens created therefor, but shall not be exempt from any Exterior Maintenance Assessment or lien therefor: (a) any Parcel improved for non-residential use including, but not limited to, any parcel improved as a golf

course or other recreational facility; (b) any land or improvements thereto constituting the Common Elements (as such term is defined in Chapter 718, Florida Statutes, as amended from time to time) which are appurtenant to condominium units which, as Parcels, are subject to a lien for assessments.

Section 7.11 Delegation to a Property Owners Association or to a Condominium Association. Subject to and pursuant to other restrictions which may be imposed by this Declaration or applicable law, the powers, rights and duties set forth in this Article VII may, with respect to certain Parcels, be delegated to and assumed by the Property Owners Association or the Condominium Association which owns or operates the Common Areas or Common Elements serving and benefitting such certain Parcels.

Section 7.12 The Association is hereby granted a lien against any rents derived from the Parcel which shall have the same priority as the Association's lien for unpaid assessments against the Parcel as further outlined in Section 7.15 of this Declaration. Except to the extent limited by the Homeowners Association Act, the lien on any rentals derived from the Parcel shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner is delinquent in the payment of any assessment or other monetary obligation due and payable to the Association by the Owner under this Declaration.

Section 7.13 If an Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.

Section 7.14 Any funds due and payable by the Association to an Owner under this Declaration of Maintenance Covenants, the Articles of Incorporation or the By-Laws, or under the Homeowners Association Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Homeowners Association Act.

Section 7.15 Collection of Assessments from Rents Paid by Tenants. Notwithstanding any other provision in this Declaration to the contrary, the Association has the authority to collect tenant rents being paid to Owners of Parcels who are delinquent in their payment of Association assessments or any other monetary obligation. However, it is recognized that the Property Owners Association or Condominium Association where an Owner who is delinquent in the payment of any monetary obligation resides may also have a provision in its documents to collect tenant rents paid to Owners who are delinquent in their payments of assessments. Accordingly, if the Property Owners Association's or Condominium Association's documents permit it to collect rents from tenants of delinquent Owners, then any rents collected by the Association under this provision first shall be shared equally with the Property Owners Association or Condominium Association, provided, however, the Property Owners Association's or Condominium Association's documents have a reciprocal provision allowing for equal sharing of any such rents collected by it with the Association. If no such reciprocal provision exists, the rents shall first be applied to the delinquent assessments owed to the Association. Any monies remaining first shall be paid over to the Property Owners Association or Condominium Association to the extent the Parcel Owner still owes money to it, and then, if any monies are still remaining, to the Owner. The Association Board of Directors shall have the power to implement this section by establishing rules and regulations, if necessary, to carry out the intent of this provision.

ARTICLE VIII

General Provisions

Section 8.1 Duration. The covenants and conditions of this Declaration shall run with and bind the land herein defined as Indian Spring and inure to the benefit the Association, the Owners, Mortgagees and their respective legal representatives, heirs, successors and assigns for an original term expiring on March 29, 2051 after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of the original term or any such ten (10) year extension thereof there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owner's and at least two-thirds (2/3) of all Mortgagees holding mortgages encumbering Parcels (on the basis of one vote for each mortgage) agreeing to terminate this Declaration, upon which event, this Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

Section 8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as a Member or Owner on the records of the Association at the time of such mailing. If the Parcel owned by a Member or Owner to whom notice is required to be sent is in a tract of real estate under the jurisdiction of a Property Owners Association or Condominium Association, then a copy of said notice shall be sent to such Property Owners Association or Condominium Association.

Section 8.3 Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver by any party of the right to do so thereafter. The non-prevailing party in any enforcement action shall pay reasonable attorneys' fees and costs at all trial, appellate and bankruptcy levels to the prevailing party.

Section 8.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 8.5 Subdivision Use Restrictions. Subdivision use restrictions may be filed in connection with any plat of all or any part of Indian Spring provided same do not conflict with the provisions hereof.

Section 8.6 Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

ARTICLE IX

CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

In order to insure the community of congenial residents and thus protect the value of the Parcel, the sale, leasing, rental, and transfer of Parcels by any Owner shall be subject to the following provisions:

Section 9.1 Transfers Subject To Approval. If there exists a Sub-Association or a POA, such Sub-Association or POA shall be responsible for screening and approving prospective sales and leases in accordance with their governing documents and in accordance with applicable law. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

9.1.1 All sales of Parcels except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Parcel or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

9.1.2 All leases of Parcels.

9.1.3 All transfers by gift.

9.1.4 All transfers by devise or inheritance to persons other than to immediate family members as defined in Article 9.1.8.

9.1.5 Any other transfer of title to or possession of a Parcel.

9.1.6 All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the greater of the maximum amount permitted by law, as the applicable law may be amended from time to time, or, if there is no applicable law, is subject to a transfer fee not to exceed One Hundred Dollars (\$100.00) per applicant with husband/wife and parent/dependent child counting as one applicant.

9.1.7 Approval of any transfer by lease may be conditioned upon the posting of a security deposit not to exceed one month's rent.

9.1.8 The foregoing requirements shall not apply to transfers by gift, devise or inheritance to members of the transferor's immediate family, defined as the transferor's spouse, parents, grandparents, children or grandchildren.

Section 9.2 Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed lease in the case of a lease, a copy of a proposed personal representative's deed and letters of administration in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Parcel, and such other and further information about the transfer or the intended transferees or occupants as the Association may

reasonably require. As this is a Housing for Older Persons Community, proof of age shall also be required of all prospective occupants in the manner outlined for obtaining such information found in applicable Federal and State laws, as either is amended from time to time. The Association has the authority but not the obligation to conduct background investigations on prospective purchasers, tenants and Parcel Occupants, pursuant to the requirements of the Fair Credit Reporting Act, as amended from time to time, including but not limited to financial and criminal background investigations.

Section 9.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 9.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

9.3.1 Approval. In the event the Association approves the transfer, in the case of a lease, the Association shall notify the transferor and transferee of its approval in writing. In the case of all other transfers, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

9.3.2 Disapproval. In the event the Board of Directors disapproves a proposed sale or transfer by gift, devise or inheritance, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 9.2 hereof, provide the Owner with an executed contract from the Association or another person or persons acceptable to the Association, which contract must provide for the purchase of the Parcel on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association or, if the conveyance or transfer was a gift, devise or other transfer without consideration, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Parcel Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Parcel Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Section 9.3.1 above.

9.3.3 If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer, the Association shall not be obligated to purchase or provide a substitute purchaser for the Parcel. Good cause shall be defined to include the following:

9.3.3.1 The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on use, occupancy or ownership set forth in this Declaration including but not limited to the restrictions imposed by Article II of this Declaration; or

9.3.3.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a felony within the last ten (10) years or a felony at any time which involved violence to persons or property; or

9.3.3.3 The Owner allows a prospective owner to take possession of the Parcel prior to approval by the Association as provided for herein; or

9.3.3.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Community as a lessee, guest, owner or occupant of a Parcel; or

9.3.3.5 The person seeking approval failed to provide the information, fees or appearance required pursuant hereto.

9.3.4 Lease. In the event the Board of Directors disapproves a lease, the lease shall not be made and the proposed lessee shall not take occupancy of the Unit. No lease will be approved unless and until all financial obligations to the Association are brought current or are satisfied, as the case may be.

9.3.5 A Sub-Association or POA may only permit a sale, lease or transfer of a Parcel if such sale, lease, or transfer is subsequently approved by the Association.

9.3.6 The approval or disapproval of a prospective owner, tenant, or occupant of a Parcel shall not be construed as an acknowledgment or representation on the part of Association or its officers, directors or agents as to the legality of the lease or sales agreement or any portion thereof.

ARTICLE X

RESIDENTIAL RESTRICTIONS

Section 10.1. Indian Spring, subject to these Restrictions, may be used for residential and recreational facilities and for no other purposes.

10.1.1 Nothing herein contained shall restrict the building and maintaining of a country club, including one or more golf courses, tennis courts, swimming pool, fitness center, and facilities associated therewith such as pro shops, locker rooms, dining facilities, lounge and meeting rooms.

10.1.2 Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Parcel. However, the foregoing shall not restrict or prevent the use of temporary facilities by the Association for official business or functions as may be necessary from time to time.

10.1.3 Trash and Garbage. No lumber, metals, bulk materials, refuse, trash or dumpsters shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any structure approved in accordance with guidelines created by the Board of Directors or the Architectural Review Board.

10.1.4 Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

10.1.5 Nuisances. No illegal acts may be committed on the Property nor may anything be done which is or threatens to become a source of unreasonable annoyance or nuisance to residents of the Parcels. Any question with regard to the interpretation of this Section 10.1.5 shall be decided by the Association's Board of Directors, whose decision shall be final.

10.1.6 Solicitations / Garage Sales. No one may actively engage in any solicitations, including but not limited to the posting of signs throughout the community and door-to-door solicitation for commercial purposes or any other purpose within Indian Spring. This prohibition on solicitation extends to the Parcels operated by the various Sub-Associations and Property Owners Associations. No solicitors of any kind shall be allowed entry into Indian Spring without the prior written consent of Association's Board of Directors. No garage sales are permitted without the express written authorization of the Association's Board of Directors, which may be withheld at its sole discretion. This paragraph 10.1.6 does not apply to the Association.

10.1.7 No weeds, underbrush, landscaping debris, or other unsightly growths shall be permitted to grow or remain upon any Parcel and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event an Owner shall fail or refuse to keep his Parcel free of weeds, underbrush, sight obstruction, or refuse piles or other unsightly growths or objects, then the Association may, but is not obligated to, enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except however that the Owner shall be given 30 days prior written notice of such action. The cost of such work shall become a Lien for Charges against the Parcel and Parcel Owner which may be foreclosed in the same manner as all other assessments, and special assessments as provided elsewhere in this Declaration.

10.1.8 Parking and Vehicle Restrictions

(A) No commercial vehicle of any kind, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes shall be parked, kept or stored in the Community, whether on a driveway or street, except for construction or service vehicles temporarily present on business. Bumper stickers on bumpers, car manufacturer names and brands, logos or symbols affixed by the manufacturer, and parking decals for communities are excluded from this prohibition as are government vehicles with marking such as police cruisers. While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Properties unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semitrailers, campers, buses, motor homes,

mobile homes, truck campers, van, other than passenger vans (passenger vans must have windows on all body panels) and the like are permitted to be parked in the Properties for loading and unloading purposes only.

(C) Motor vehicles shall not be parked anywhere other than on paved or other areas designated for that purpose, or in garages or carports. Parking on lawns or landscaped areas is prohibited. Overnight parking on the street by any vehicles, including but not limited to automobiles, trucks or cargo vans is also prohibited. Trucks and cargo vans (vans without windows on all body panels) must be kept unless such vehicles are kept within a fully enclosed garage. The Board of Directors may from time to time, permit overnight parking in other areas other than as designated above, under special circumstances, including but not limited to when a driveway is being resealed or repainted.

(D) Motor vehicles shall not be used as a domicile or residence, either permanent or temporary.

(E) The Board may adopt supplemental Rules and Regulations from time to time regarding parking which do not conflict with the foregoing provisions of this Article 7.17 and to interpret and enforce these provisions, including rules defining the terms used herein.

(F) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any Parcel in such a manner as to be visible from any point on any adjacent Parcel or the street. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired, or kept under cover on any Parcel in such a manner as to be visible from any point on an adjacent Parcel or the street.

(G) All vehicles must be parked with the front of the vehicle facing the parking stop. Backing vehicles into a parking space is prohibited.

10.1.9 Towing. All vehicles parked on the property contrary to the provisions contained herein or the parking rules and regulations as may be promulgated by the Board of Directors from time to time, shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended and renumbered from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

10.1.10 Walls or Fences. No wall, fence, hedge, or similar structure shall be placed, constructed, erected or permitted on any Parcel except with the express written permission of the Association.

10.1.11 Clothes Drying Area. Except as permitted by applicable law, no portion of any Parcel shall be used as a drying or hanging area for laundry of any kind unless such location is approved by the Architectural Committee in accordance with applicable law.

10.1.12 Shutters, Aerials and Mailboxes. Except as permitted by applicable law, no exterior radio, television or other antenna or aerial may be erected or maintained in Indian Spring except that a master antenna system or systems may be constructed and maintained by the Association, and except that a citizens band antenna, extending to a height of not more than forty-eight inches (48") above the highest point of the roof, may be erected and maintained on a building located on a single family lot. The use of hurricane or storm shutters shall be regulated by the various Sub-Associations or Property Owners Associations in accordance with applicable law. No mailboxes shall be installed unless the mounting and type is approved by the Architectural Committee and the Sub-Association or Property Owners Association.

10.1.13 Plan Approval. No building or structure, wall, swimming pool, terrace or barbecue pit, or other structure or addition thereto shall be placed upon the aforesaid land or any part thereof, nor shall construction thereof commence unless and until the plans and specifications therefore, which shall be in accordance with all applicable governmental building codes, and the plot plan have been submitted to and approved in writing by the Architectural Committee. Each such building, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved.

10.1.14 Approval upon review of the above items will constitute a preliminary approval. Upon completion of construction documents, the Owner shall submit a landscape plan with the completed documents to the Architectural Committee. No stone, gravel or paving of any type shall be used as a lawn unless approved as a part of the landscaping plan. The final construction documents and the landscape plans constitute the documents for final review and approval.

10.1.15 Refusal of approval of plans and specifications by the Architectural Committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and absolute discretion of the Architectural Committee shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the Architectural Committee. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other structure shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

10.1.16 Plat Approval. All plats affecting property in Indian Spring shall be submitted to and approved by the Architectural Review Board prior to submission to governmental authorities.

10.1.17 Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

10.1.18 Underground Wires. All lines or wires, for communication or for the transmission of electrical current or signals, which are not located in buildings, shall be constructed or placed and maintained underground.

10.1.19 Animals. Only dogs, cats, fish and birds in cages may be kept on or within the dwelling units on any Parcel. No other type of pet or animal including but not limited to horses (full sized or miniature), cattle, wildlife, swine, goats, rodents, arachnids, snakes, poultry, fowl shall be kept on any Parcel or on the Common Areas. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. The Association may, from time to time, publish and impose reasonable regulations regarding

pets, including but not limited to setting forth the type and number of animals that may be kept on any Parcel. Each Property Owners Association and Condominium Association may promulgate regulations which are stricter than the provisions of this paragraph.

10.1.20 Signs. Except as permitted by applicable laws, as amended from time to time no signs, billboards or advertisements of any kind, including without limitation those of Realtors, candidates for election to public office, contractors or subcontractors, shall be erected anywhere within the Community without the written consent of the Board of Directors or the Architectural Review Board, except signs used or erected by the Association, entry and directional signs installed by the Association, and signs required by law. This prohibition applies equally to signs displayed from within Units or from within or on motor vehicles, including but not limited to magnetic signs. Permission shall not be granted to erect a sign on any Parcel or residential dwelling, unless the sign is necessary to comply with the law or to avert serious hardship to the Owner of such Parcel or residential dwelling. If permission is granted to any person to erect a sign within the Community, the Board reserves the right to restrict size, color, lettering, placement, and duration of posting. The Board of Directors shall have the right to erect signs as fit, in its discretion, deems appropriate. If any sign is erected in violation of this Section, the Association shall have the right to enter the Parcel on which the sign is located, without notice, and remove it. This entry onto the Parcel to remove a sign shall not be deemed a trespass and the taking of a sign in violation of this restriction shall not be considered a theft of the sign.

10.1.21 Business. Under no circumstances may any Parcel be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

10.1.22 Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. None of these areas shall be of a color other than that approved by the Architectural Committee of the Board of Directors.

10.1.23 Setback. Minimum setbacks shall be those required by Palm Beach County.

10.1.24 Maintenance of Landscaped Areas. All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with comparable healthy plant materials by the Parcel Owner or the Property Owners Association at their sole cost and expense.

Section 10.2 Restrictions and Covenants Running With the Land. The agreements, covenants and conditions set forth in these Restrictions shall constitute an easement and servitude in and upon said land and every part thereof and they shall run with the land and shall inure to the benefit of and be enforceable by the Association, and any Owner. Failure to enforce any of the restrictions, covenants and conditions hereof, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid as to any breach or violation thereof occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 10.3 Compliance and Default. Each Parcel Owner and every occupant, lessee, guest, agent, employee or contractor of a Parcel Owner and the Association shall be governed by

and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Parcel Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Chapter 720, Florida Statutes, as the same may be amended from time to time:

10.3.1 Damage to Property. A Parcel Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Area, the Parcel or the Parcel Owner's personal property, or to the personal property of the Association or other Parcel Owners, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any tenant or the Parcel owner or tenant's family members or his or her guests, agents, employees or contractors. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel enforceable in the same manner as an assessment under this Declaration and the Homeowners Association Act.

10.3.2 Compliance. In the event a Parcel Owner or occupant fails to comply with such Parcel Owner's obligations under any provision of this Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Parcel Owner and the Parcel for the sums necessary to do whatever work is required to put the Parcel Owner or Parcel in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel, enforceable in the same manner as assessments levied under this Declaration.

10.3.3 Fines. In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a fine against the Parcel Owner and the Parcel. The amount of any singular fine shall be determined by the Board of Directors of the Association but in any event shall not exceed any maximum amount permitted by the Chapter 720, Florida Statutes, as the same may be amended from time to time. The Association is hereby empowered to impose a lien for unpaid fines, subject to the limitations set forth in Chapter 720, Florida Statutes, as the same may be amended from time to time. Furthermore, there shall be no limitation upon the amount of a total fine which may accumulate when a violation is continuing in nature and a fine is levied for each day of the continuing violation.

10.3.4 Suspension of Use Rights. In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a suspension of the rights of the Parcel Owner or the Parcel Owner's family members, guests, lessees, invitees, or any other person occupying the Parcel from using any portion of the Common Area, except to the extent prohibited by Chapter 720, Florida Statutes, as the same may be amended from time to time.

10.3.5 Suspension of Voting Rights. The Association may suspend the voting rights of the Parcel Owners for non-payment of monetary obligations to the Association to the

extent and in the manner provided in Chapter 720, Florida Statutes, as the same may be amended from time to time.

10.3.6 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Parcel Owner or the Association to comply with the requirements of Chapter 720, Florida Statutes, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

10.3.7 No Waiver of Rights. The failure of the Association or any Parcel Owner to enforce any covenant, restriction or other provision of Chapter 720, Florida Statutes, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

10.3.8 Election of Remedies. All rights, remedies and privileges granted to the Association or a Parcel Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

XI GENERAL PROVISIONS

11.1 Compliance with Applicable Laws. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, Rules and Regulations of the State of Florida and Palm Beach County.

11.2 Conflicts. In the event of a conflict between any term or provision in the Association documents, unless otherwise provided by applicable law, as amended from time to time, superiority, control and priority of the terms and provisions shall be established in the following order: (1) Declaration, (2) Articles of Incorporation, (3) the Bylaws, and (4) Architectural Guidelines, and (5) Rules and Regulations.

XII AMENDMENTS

12.1 Amendments to this Declaration

12.1.1 An amendment or amendments to this Declaration of Covenants, Conditions and Restrictions may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors. The amendment or amendments proposed by the Board must be approved by an affirmative vote of not less than two-thirds (2/3rds) of the votes cast by the Members present, in person or by proxy, in order for such amendment or amendments to become effective. In lieu of a members' meeting, this Declaration may be amended by written consent in lieu of a meeting, as such requirements are provided in Chapter 617, Florida Statutes, as amended or renumbered from time to time, as long as at least the number of eligible voting interests which would constitute a quorum at a members' meeting participates in the written consent vote.

12.1.2 The preceding sentence notwithstanding, these RESTRICTIONS may NOT be amended to provide for mandatory membership in the Indian Spring Country Club, Inc. (either for current or future residents of Indian Spring) except only, if permitted by law, by (a) an affirmative vote of the majority of the Board of Directors of the association and (b) an affirmative vote of at least sixty-five (65) percent, or such greater percentage as may be required by law, of all Indian Spring residence owners authorized to cast the vote for the unit, and (c) if required by law, an affirmative vote of all record owners of liens on the affected parcels. For the purpose of voting on this particular amendment only, each residence owner authorized to cast the vote for the unit shall be entitled individually to cast one vote only by written ballot, cast in person or by mail, for each parcel owned by him or her. Such voting shall take place at a duly called Special meeting for the purpose of effecting such amendment. Neither this sentence nor the preceding three sentences may be altered, amended, or revoked except only an affirmative vote of a majority of the Board of Directors and an affirmative vote of at least sixty-five (65) percent of all Indian Spring residence owners authorized to cast the vote of the unit.

12.1.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.1.4 The Board of Directors shall be able to amend this Declaration to correct any scrivener's errors without the requirement of further approval of the membership, by filing the revised text in the Public Records of Palm Beach County, Florida.

XIII MISCELLANEOUS

13.1 Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Association may be assigned by the Association and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment, the Association shall be relieved and released of all responsibility hereunder.

13.2 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

13.3 Effective Date. This Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions shall become effective upon its recordation in the public records of Palm Beach County, Florida.

This

JUL-19-1993 11:16am 93-225057

ORB 7802 Pg 1372

PREPARED BY AND RETURN TO:

Albert N. Proujansky, Esq.
5160 SW 15th Avenue
Boynton Beach, FL 33437

DECLARATION OF COVENANTS
OF
BROOKSIDE AT INDIAN SPRING

THIS DECLARATION made this 13th day of July, 1993 by The Resort at Indian Spring, Inc. a Florida corporation (hereinafter referred to as "Developer") which declares that the real property described in Article 2 (the "Brookside Property"), is and shall be held, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") set forth below.

WHEREAS, Developer is the owner of the real property described in Article 2 of this Declaration and desires to create thereon a planned community containing single family residences, open spaces, and other community facilities for the benefit of the said community; and

WHEREAS, the real property described in Article 2 hereof constitutes a portion of the real property known as Indian Spring, and the latter mentioned property, including the Brookside Property is subject to the covenants, restrictions, charges and liens created by the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring as hereinafter defined (collectively, the "Master Covenants"), and

WHEREAS, Developer desires to provide for the preservation, maintenance, and enhancement of the property values and amenities in said community in a manner consistent with and in implementation of the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring, and to such end desire to subject the Brookside Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which shall be delegated and assigned the powers, rights, and duties of (a) owning, maintaining, and administering the common areas and facilities of the said community, (b) administering and enforcing the covenants and restrictions hereinafter created, (c) collecting and disbursing the assessments and charges hereinafter created, and (d) promoting the recreation, health, safety and welfare of the residents of the said community; and

EXHIBIT
B

WHEREAS, Developer has caused Brookside at Indian Spring Homeowners' Association, Inc. to be formed as non-profit corporation under the laws of the State of Florida for the purpose of accepting and assuming the aforesaid powers, rights and duties and performing the aforesaid functions.

NOW THEREFORE, the Developer declares that the real property described in Article 2 of this Declaration is and shall be held transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

1. Definitions

The following words, when used in this Declaration and all its exhibits (unless the context otherwise requires), shall have the meanings or definitions respectively ascribed thereto.

1.1. "Association" shall mean and refer to Brookside at Indian Spring Homeowners' Association, Inc., its successors and assigns.

1.2. "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.3. "By-Laws" shall mean and refer to the by-laws of the Association as the same may be amended from time to time.

1.4. "Common Areas" shall mean and refer to the property not included within the lot lines and all easements, all as shown on the Indian Spring Plat No. 7 to be recorded in the Public Records of Palm Beach County, together with any and all improvements from time to time erected on such property, including without limitation, walkways, common parking facilities, open spaces, the surface water management system as permitted by the South Florida Water Management District (including all lakes, retention areas, culverts and related appurtenances), private streets, sidewalks, street lighting, entrance features and landscaping, but excluding any public or private utility installations thereon.

1.5. "Declaration" shall mean this declaration as the same may from time to time be amended or supplemented.

1.6. "Declaration of Maintenance Covenants for Indian Spring" shall mean that certain declaration dated March 16, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to the Developer) covering Indian Spring recorded in Official Records Book 2522 at page 880 of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.

1.7. "Developer" shall mean and refer to The Resort at Indian Spring, Inc., a Florida corporation, its successors or assigns, but not purchasers of individual Lots or residences at Brookside who intend to reside therein.

1.8. "Indian Spring" shall mean and refer to all of the land now subject to the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring and all additional lands which from time to time may be made subject to the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring by any amendment or supplement thereto.

1.9. "ISMA" shall mean Indian Spring Maintenance Association, Inc., its successors and assigns.

1.10. "Lot" shall mean and refer to any lot as it appears in the plat or replat of the Brookside Property or any portion thereof, exclusive of any lots, if any, or other land comprising any common area. A Lot may be either improved or unimproved.

1.11. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 3 of this Declaration.

1.12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. References in this Declaration or its exhibits to Owner or Member may be used interchangeably. Each Owner shall be a Member and each Member shall be an Owner.

1.13. "Brookside Property" shall mean and refer to all of the real property described in Article 2 hereof and any additions thereto which are subject to this Declaration or which are brought under the provisions hereof by any supplemental declaration made under and pursuant to the provisions of Article 2 hereof.

1.14. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

1.15. "Residence" shall mean a structure designed and intended for use and occupancy as a single family residence which is erected upon a Lot.

1.16. "Restrictions for Indian Spring" shall mean that certain instrument dated February 11, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to Developer) covering Indian Spring recorded in Official Records Book 2522 at page 875 of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.

1.17. "Rules and Regulations" shall mean the rules and regulations included in this Declaration and such further or amended rules and regulations as may from time to time be adopted by the Board of Directors.

2. Property Subject to this Declaration; Additions Thereto

2.1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described on Exhibit "A" attached hereto.

2.1.1. Developer may from time to time bring other land owned by Developer which is contiguous to the real property described in this Section 2.1 under the provisions hereof by recorded supplemental declarations.

2.1.2. Nothing herein contained shall make it obligatory upon the Developer to submit other land to the provisions of the Declaration. The right of the Developer to submit other lands to the provisions of this Declaration shall be at the sole discretion of the Developer.

2.2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Brookside Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall constitute any revocation, change or addition to the covenants established by this Declaration within the Brookside Property.

3. Membership and Voting Rights in the Association.

3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Brookside Property shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.2. Voting Rights. The Association shall have two classes of voting membership.

Class A Class A Members shall be all of the Owners, as defined in Section 3.1, with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 3.1. When more than one person holds such interest or

interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 3.1; provided, however, that notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect the entire Board of Directors of the Association until 120 days after the earlier of (a) the sale and conveyance by the Developer of 90 percent of the Lots within the Brookside Property or (b) the giving of written notice by the Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.

3.3. Proviso. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right for any period during which any assessment or installment thereof shall remain unpaid for more than 30 days after the due date for the payment thereof.

4. Property Rights in the Common Areas, Maintenance of Common Areas, Lawns, and Exteriors of Residence

4.1. Ownership. No later than 120 days after the earlier of (a) the sale and conveyance by the Developer of 90 percent of the Lots within the Brookside Property or (b) the giving of written notice by the Developer to the Association of the Developer's intention to convey and transfer ownership of the Common Areas to the Association (but in no event later than seven years following the date of the recordation of the Declaration), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to Common Areas to the Association and the Association shall accept such conveyance. The said conveyance and transfer of title shall be subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations, and easements of record. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance and administration of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and personal property accruing from and after the date of the recording of this Declaration. In implementation of the foregoing, such taxes shall be prorated between the Developer and the Association as of the date of such recording. Any portion of Plat No. 7 containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

4.2 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common areas and all improvements thereon and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The Association shall, at its expense, maintain and administer or cause to be maintained and administered Common Areas, including but not limited to all grassed swale areas along rights-of-way, open spaces, parking areas, private streets, sidewalks, street lighting, entrance features, and landscaping, without regard to whether title to the said property is vested in the Developer or the Association.

4.3. Owners' Easement of Enjoyment. Subject to the provisions hereof, every Owner shall have the right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with title to every Lot without any specific reference thereto being necessary in any instrument conveying any Lot.

4.4. Members' Easements. Each Member of the Association and each tenant, agent, and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks, and driveways from time to time laid out on Common Areas for use in common with all other Members, their tenants, agents, and invitees. The portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks, driveways or any or all of them shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement of the use of such portion of such lands as common open space in such manner as may be regulated by the Association. The foregoing Members' rights of enjoyment and use of Common Areas and easements are subject to the following:

4.4.1. The Association shall have the right and duty to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any provisions of the various plats of the Brookside Property from time to time recorded.

4.4.2. The right of the Association to suspend the voting rights and right to use the Recreation Area and Common Areas and facilities by a Member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its lawfully adopted and published Rules and Regulations. Notwithstanding the foregoing, the Association may not restrict the ingress or egress of any Member to or from such Member's Residence over any roadway or walkway.

4.4.3. The right of the Association to adopt and enforce the rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

4.4.4. The right of the Developer or the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within the Brookside Property and by seventy-five percent (75%) of the Members present and voting at a regular or special meeting of Members duly called and regularly conducted in accordance with the By-Laws.

4.5. Easements Appurtenant. The easements provided in Section 4.4 shall be appurtenant to and shall pass with the title to each Lot.

4.6. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Brookside Property, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

4.7. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Areas.

4.8. Easement for Unintentional and Non-Negligent Encroachments. If a Lot or the Residence thereon shall encroach upon any portion of the Common Areas, any easement, or upon any other Lot by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement for such encroachment shall exist so long as the encroachment exists.

4.9. Additional Easements. The Developer (during any period in which there are any unsold Lots within the Brookside Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television, or other utility easements, to relocate any existing utility easement in any portion of the Brookside Property, and to grant access easements and to relocate any existing access easement in any portion thereof, for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easement, or the relocation of existing easements, will not prevent or unreasonably interfere with the use of any Residence for dwelling purposes. The Developer, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across roadways and Common areas, as the same exist on the Brookside Property from time to time, for access to and from golf course areas, within Indian Spring if and to the extent such roadways or Common Areas afford access to such golf course areas.

4.10. Delegation of Use. Any Member may delegate his right of enjoyment of the Common Areas and facilities to the members of his family and to his guests, subject to such general rules and regulations as may be established from time to time by

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the Association. The foregoing delegation shall not be deemed to exclude the Member from the use and enjoyment of the Common Areas.

4.11. Liability and Property Damage Insurance for Common Areas. The Association shall obtain comprehensive general public liability and property damage insurance covering all of the Common Areas and insuring the Association and the Members as its and their interest appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time.

4.12. Maintenance of Common Areas, Lawns and Exteriors of Residences. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all landscaping, sprinkler pipes and systems, paving, drainage structures, street lighting fixtures and their appurtenances, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association shall pressure clean and paint the exterior walls and roofs of each residence located on the property which is the subject of this Declaration, and shall maintain all lawns, shrubs, trees, and other landscaping and all sprinkler pipes and systems, including sprinkler heads and other portions of such systems, installed by Builders and located on or under Lots and Common Areas but the Association shall not be responsible for roof leaks or other repairs to the roof or walls whether necessitated by normal wear and tear by negligence or misconduct of the Owner of any residence or his contractors or invitees. All work pursuant to this Section 4.12 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article 5 hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair, or replacement caused by the negligent or willful conduct of a Member or by the failure of a Member to comply with the lawfully adopted Rules and Regulations shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon, and across all Lots, and to excavate on Lots in connection with the maintenance of sprinkler pipes and systems and other utilities, to the extent necessary for the performance of the work to be performed pursuant to this Section 4.12; provided, however, that the party causing any such excavations shall restore disturbed areas to the condition thereof immediately prior to such excavations.

5. Covenants for Maintenance Assessments.

5.1. Creation of the Lien and Personal Obligation for Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments for capital improvements. All such assessments, together with fines, penalties, levies, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges or penalties, levies thereon, and costs of collection thereof, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment fell due. If two or more persons or entities are then the Owner of such Lot, such obligation shall be the joint and several obligation of such persons or entities.

5.2 General Assessments.

5.2.1. Purpose of Assessment. The general assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of The Brookside Property and in particular for (a) the improvement, maintenance, administration, and operation of the Common Areas, and other areas, if any, to be improved, maintained, administered, operated, or both by the Association pursuant to this Declaration; (b) the performance of the functions, duties, responsibilities, and powers of the Association under and pursuant to this Declaration; and (c) the performance of the functions, duties, responsibilities and powers assigned and delegated to and assumed by the Association pursuant to Article IV and Section II of Article VI of the Declaration of Maintenance Covenants for Indian Spring.

5.2.2 Basis for Assessment (General or Special). Subject to the provisions of Paragraph 5.2.3, each Lot and Residence thereon within the Property shall be subject to the assessments provided for under this Declaration at an equal rate or upon an equal basis.

5.2.3. Developer's Lots. Any and all Lots and the residences thereon owned by the Developer (including but not limited to Lots and Residences, if any, used as sales models, administrative offices or both) shall not be assessed as provided herein for so long as such Lots and Residences are owned or leased by the Developer. Such Lots and Residences shall become subject to assessment upon the delivery of possession thereof to an Owner other than the Developer.

In the event that the Revenues of the Association are insufficient to cover the expenses thereof, the Developer shall contribute to the association the amount of such deficiency.

5.2.4. Method of Assessment. By vote of the majority of the Directors, the Board shall fix the annual assessments provided for herein upon the basis provided above. Such assessment shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date or dates such assessments and any installments thereof shall become due; provided, however, that in no event shall such assessments or any installments thereof be due more frequently than monthly. Upon the failure of any Owner to pay any one or more installments of any such annual assessment within 30 days after the due date thereof, the Board may declare the entire balance of such annual assessment to be immediately due and payable.

5.3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may at any time and from time to time levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, providing that no such assessments shall be authorized unless approved by the Developer, so long as the Developer owns at least one Lot within The Brookside Property, and by 51 percent of the owners voting in person or by proxy at a special meeting duly called for the purpose of considering such assessment.

5.4. Duties of the Board of Directors

5.4.1. The Board of Directors shall fix the amount of the assessment against each Lot at least 10 days in advance of the commencement of the assessment period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be thereupon be sent to every Owner subject thereto.

5.4.2. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor and as to the existence of any unpaid special assessments, fines, late charges, or interest charges. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid and any other matters stated in said certificate.

5.4.3. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots, improved or unimproved, for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

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5.5. Collection Assessment; Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such penalties and interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the Lot, which lien shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors, or assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to any rights the Grantee may have to recover from the Grantor the amounts paid by the Grantor therefor.

5.6 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within 30 days after the due date may, upon resolution of the Board of Directors, be subject to a late charge in such amount as may be established from time to time by the Board of Directors. In addition to the foregoing, every assessment shall bear interest from the date when due at a rate fixed by the Board of Directors which does not exceed the highest rate permitted by law. The Board of Directors may waive or authorize officers of the Association to waive any late charge or accrued interest. The Association may bring an action at law against the Owner personally obligated to pay the assessment, late charge, and interest, may record a claim of lien against the Lot on which the assessment is unpaid, and thereafter may foreclose the lien against the Lot on which the assessment is unpaid in like manner as foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorneys' fees and costs of preparing and filing the claim of lien and representing the Association in regard thereto and in any civil action brought concerning such unpaid assessments, late charges, and interest, and in the event a judgment is obtained, such judgment shall include interest at the highest rate allowed by law and reasonable attorneys' fees to be fixed by the court, together with the costs of the action, and the association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of all assessments made under this Declaration.

5.7. Subordination of the Lien to Mortgages. The Lien of the assessment provided for in this Article 5 shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension or profit sharing fund, or a credit union, or a Massachusetts busi-

ness trust, or any agency of the United States government, or a lender generally recognized in the community as an institutional lender, or the Developer, or assignee, nominee or designee of the Developer. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after transfer of title pursuant to such foreclosure or conveyance in lieu of foreclosure of any institutional first mortgage. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 5.7 shall be deemed either to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place, or, in the discretion of the Board of Directors, an "uncollectable" sum to be written off of the financial records of the Association. Liens for the assessments provided for this Article 5 shall be of equal priority and dignity with liens for assessments imposed by ISMA pursuant to the Declaration of Maintenance Covenants for Indian Springs.

5.8. Exempt Property. The following properties subject to this Declaration are and shall be exempt from the assessment, charges, and liens created herein: (a) all properties, if any, to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (b) all Common Areas; and (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such exemption.

5.9. Annual Budget. By a majority vote of the Directors, the Board shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such manner that the obligations imposed by the Declaration will be met.

6. Use of Property.

6.1. Protective Covenants. All Lots shall be owned, improved, occupied, used, conveyed, transferred, and encumbered according to and subject to the covenants and restrictions contained in this article.

6.2. Residential Use. All Lots shall be used, improved, and devoted exclusively for residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Residence for a term no shorter than three months, but not more often than once per year, subject to all of the provisions of the Declaration. Temporary uses of Lots and residences conducted thereon for model homes, parking lots, sales offices and administrative offices by the Developer shall be permitted until the Developer has sold all Lots owned by it within The Brookside Property.

6.3. Restrictions on Further Subdivision. No Lot shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein shall be converted or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments from being cited, delivered, and recorded.

6.4. Zoning. Uses which do not conform to Palm Beach County zoning ordinances, as same may have been modified by variance, special use, or otherwise, if applicable, will not be permitted upon The Brookside Property.

6.5. Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary accessory buildings or structures shall be erected or permitted to remain on The Brookside Property. The foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential or appropriate to the development, construction, and improvement of The Brookside Property and to the sale of Lots and Residences, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

6.6. Trash and Garbage. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any structure approved in accordance with the provisions of this Declaration. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made at such place on the Lot as will be accessible to persons making such pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property. The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

6.7. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe, or storage tank shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

6.8. Nuisances.

6.8.1. Nothing shall be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted to the Board of Directors for a decision in writing and its decision shall be final.

6.8.2. No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot; and in the event an Owner shall fail or refuse to keep his Lot free of refuse or other unsightly objects, then the Association may enter upon said premises and remove the same at the expense of the owner, and such entry shall not be deemed a trespass, except, however, that the Owner shall be given at least five days prior written notice of such action.

6.8.3. The use of any driveway or parking area which may be in front of, adjacent to, or part of any Lot as a parking place for golf carts, commercial vehicles, trailers, or boats is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons and passenger cars, but shall include all vehicles with flat beds. No motor vehicle of any kind may be disassembled, serviced, or repaired on any Lot in such a manner as to be visible from any point on an adjacent Lot or the street.

6.9. Walls or Fences. No wall, fence, hedge, or similar structure (except walls, fences, hedges, or similar structures constructed by Developer) shall be placed, constructed, erected, or permitted on any Lot except with the express written permission of the Board of Directors.

6.10. Shutters, Aerials, and Mailboxes. No exterior radio, television, or other antenna or aerial may be erected or maintained within the Brookside Property. No hurricane or storm shutters shall be installed unless the same be of a type approved by the Board of Directors. No mailboxes shall be installed unless the mounting and type is approved by the Board of Directors.

6.11. Single Family Lots. No building shall be permitted on any Lot except one single family dwelling home for the use and occupancy of one family, and no such building shall exceed two stories in height. All garages, porte cocheres, storage areas, garden houses, and any other similar type structure must be attached to such dwelling home so as to constitute one single building.

6.12. Plan Approval. No building, structure, wall, fence, swimming pool, screen enclosure, terrace, barbecue pit, or other structure or addition thereto shall be placed upon The Brookside Property or any part thereof, nor shall construction thereof commence unless and until all of the requirements, restrictions, and provisions of Paragraph 10 of Section II of the Restrictions for Indian Spring (which, among other things, establishes the requirement for obtaining the prior written approval of plans, specifications, and plot plans by the Architectural Control Committee of ISMA) have been fully fulfilled.

6.13. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

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6.14. Underground Wires. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed within The Brookside Property unless the same shall be protected cables; any of said lines or wires which are not located within buildings shall be constructed, placed, and maintained underground.

6.15. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprise, including commercial breeding, involving the use of animals that may be kept on any Lot and conditions and restrictions with respect thereto.

6.16. Signs. No sign of any character shall be displayed or placed upon any Lot, including "For Rent" or "For Sale" signs, except owners' and builders' identification signs, the format of which shall be approved by the Board of Directors.

6.17. Business. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted upon any Lot or in any building or other structure erected thereon except for construction of improvements to The Brookside Property and the sale of Lots and Residences.

6.18. Yards, Etc. All yards, walkways, driveways, and parking areas located on each Lot and other areas of each Lot shall be kept by the Owner thereof at his sole cost and expense in a neat and clean condition, free of refuse and debris.

6.19. Setbacks. Minimum setbacks shall be those required by Palm Beach County.

6.20. Certain Repairs and Other Restrictions, Rules and Regulations.

6.20.1 All necessary repairs to the exterior walls and roof of each Residence shall be the responsibility of the Owner of such Residence. In addition, the Owner of each Residence shall be responsible for replacing all broken plate glass, window glass, and door glass of his Residence and for all necessary repairs to and maintenance of any roof gutters and atria installed or constructed as part of his Residence. The failure of the Owner to make the repairs which are the responsibility of the Owner under this paragraph will result in a 30 day notice to the Owner from the Association setting forth the items to be corrected. In the event the corrections are not made within the 30 day period set forth in the said notice, the Association may contract to have such work performed and the Owner will be charged for the invoices delivered by such contractor together with any reasonable costs to the Association. If such charges and expenses are not paid by such Owner within 30 days after demand for payment by the Association, the Association shall be entitled to a lien on such Lot and Residence in the amount of such charges and costs, together with interest at the highest rate allowed by law, costs, and reasonable attorneys' fees.

6.20. The Association shall have the right to file a lien for non-payment of such charges and costs, in which event the Owner shall be responsible for reasonable attorneys' fees and costs. In the event of the non-payment by an Owner of any charges and costs as provided for above, then the Association shall have all the rights and remedies as provided for in Article V of the Declaration. The Association shall have a perpetual, nonexclusive easement for ingress and egress over the Lots within the Brookside Property for the purpose of maintenance and the making of such repairs and to the extent such ingress and egress is necessary to implement the purposes and intent of this Declaration.

6.21. Disturbances. No Owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

6.22. Parking. Overnight parking shall not be permitted on the streets located in the Brookside Property.

6.23. Compliance and Rules and Regulations. All Owners and lessees of Lots in The Property shall abide by this Declaration, the Articles of Incorporation, the By-Laws, and all Rules and Regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. In order to change or amend any Rule or Regulation or adopt new rules and regulations, the same must be duly adopted by at least a 51 percent affirmative vote or consent of the Board of Directors. No vote of the membership shall be required. A change, amendment, or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

6.24. Utility Easements.

6.24.1. There is hereby created a blanket easement upon, across, over, through, and under The Brookside Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including, but not limited to, water, sewage, gas, telephone, electricity, cable television lines and systems, and security monitoring lines and systems. By virtue of this easement it shall be permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on The Brookside Property, to excavate for such purposes, providing the party causing such excavations restores disturbed areas to condition to which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or relocated on The Brookside Property except as planned for and approved by the Developer, nor shall the same be located in areas upon which any residence or other

building is erected. This easement shall in no way affect any other recorded easements on The Brookside Property. The rights of the Developer as provided in this paragraph shall automatically expire upon Developer selling the last Lot in The Brookside Property to a purchaser and thereupon all rights vested in the Developer in this paragraph shall be deemed to be vested in the Association.

6.24.2. Easements for drainage, installation, and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat or plats of The Brookside Property. Within these easements, no plantings, buildings, or other permanent structures may be placed or permitted to remain which would interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Brookside Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such services to the Lots and Common Areas, under and through the utility easements as shown on the plats and under and through such portions of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage.

6.24.4. An easement shall have been deemed granted wherever necessary to those companies furnishing utilities in the Residences enabling them to place centralized meters on the exterior walls of any of the residences.

7. Destruction of Residence.

In the event a Residence is damaged or destroyed by fire or other casualty insurable under a property damage insurance policy, the Owner of such Residence shall, with reasonable dispatch, repair or restore such Residence substantially to the condition thereof immediately prior to the occurrence of such damage or destruction. Any such repair or restoration shall be performed in accordance with the requirements of Palm Beach County. If for any reason such Owner does not proceed with such repair or restoration with reasonable dispatch or if such work is not completed within 90 days after the occurrence of such damage or destruction (or such longer period to which the Association may agree in writing), then and in such event the Association may, in the exercise of its sole discretion, elect either to repair or restore such residence to the condition thereof immediately prior to the occurrence of such damage or destruction or, alternatively, to remove the remaining portion of the Residence, clear all debris and plant sod and landscape the Lot in a manner determined by the Association to be consistent with the landscaping plan of The Brookside Property. The owner of such Lot shall be responsi-

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ble for the payment of all costs and expenses incurred by the Association pursuant to the provisions of this Article 7 and the same shall be due and payable within 30 days after written demand therefor is made by the Association. If such costs and expenses are not paid by the Owner to the Association as aforesaid, the Association shall have a lien therefor upon the Lot and Residence of such defaulting Owner. The said obligation and lien may be enforced in the same manner as in the case of non-payment of the assessments provided for in this Declaration, including without limitation the rights and remedies for enforcement provided in Article 5 hereof and the obligation of the Owner to pay interest at the highest rate allowed by law, reasonable attorneys' fees, and costs. Notwithstanding anything to the contrary contained herein, in the event any Residence is destroyed or removed by any cause, if replaced, said Residence shall be replaced by a Residence of similar size and type of the destroyed Residence, not exceeding, however, the dimensions of the previous Residence.

8. Mortgagee's Right of Access

All mortgagees shall specifically have a right of access across all Common Areas for the purpose of ingress and egress to any and all Lots and Residences upon which they hold a mortgage.

9. Conveyances and Leases of Lots

9.1. Provisions Relating to the Sale or Lease of Lots

In order to assure a community of congenial residents, and protect the value of the Residences, and to further the continuous development of The Brookside Property, the sale or lease of Lots shall be subject to the following provisions of this section. Except as otherwise expressly provided herein, no Owner of a Lot may sell, transfer, or lease his Lot except in compliance with the following:

9.2. Prior to the sale or transfer of any Lot, the Owner of such Lot shall give written notice (the "Notice") to the Board of Directors of the proposed sale or lease. The notice shall include the name and address of the person to whom the proposed sale or lease is to be made, the purchase price in the case of a sale, the terms and conditions of the proposed sale or lease and such other information as may reasonably be required by the Board of Directors. The notice shall be accompanied by a true copy of the proposed purchase agreement or lease, as the case may be. The failure of the Owner to give such Notice and furnish such information to the Board of Directors shall constitute a breach of the Owner's obligations hereunder, and any sale or lease in contravention of this Article 9 shall, at the option of the Board, be null and void, and no right, title, interest, or estate shall pass to the intended purchaser or lessee by virtue thereof. The giving of the said Notice to the Board of Directors shall constitute an offer by the Owner to sell his Lot or to lease his Lot, as the case may be, to the Association, to its designee, or its assignee upon the same terms and conditions as contained in said Notice.

9.3. Within 30 days after its receipt of the said Notice, copy of the proposed purchase agreement or lease, and such supplemental information as it may reasonably require, the Board shall either approve or disapprove the proposed sale or lease and shall give written notification to the Owner of its approval or disapproval of the proposed sale or lease within the said 30 day period. If the Board shall fail to give written notification to the Owner of its disapproval of the proposed sale or lease within the said 30 day period, the Board shall be deemed to have approved the proposed sale or lease. The approval by the Association of the proposed sale or lease (whether such approval results from the affirmative act of the Board or the failure of the Board to notify the Owner of its disapproval within the said 30 day period) shall be stated in a certificate executed by the President or the Vice President of the Association which shall be in form for recording in the Public Records of Palm Beach County, Florida. The Board may establish a reasonable fee, reflecting the actual costs of processing an application for approval, to be paid to the Association for the issuance of such Certificate of Approval and the payment of such fee shall be a necessary condition precedent to the obligation of the Association to issue such Certificate.

9.4. In the event that the Board of Directors disapproves the sale, transfer, or lease of a Residence, it shall advise the Member proposing such transaction of the reason or reasons why the proposed transaction was not approved. The Board of Directors may disapprove a proposed sale, transfer, or lease for reasonable cause, but in no event shall any such transaction be disapproved on the basis of race, religion, or national origin of the proposed vendee, transferee, or lessee.

9.5. Additional Provisions Relating to the Lease of Lots.

9.5.1. Each and every lease agreement (herein referred to as the "Lease") between the Owner and a lessee of such Owner's Lot and Residence shall be in writing, shall provide for a term no shorter than three months, and shall provide that such Lease is and shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee to comply with such terms and conditions shall be a material default and breach of the Lease. Each Lease shall further provide that the same may not be modified, amended, or extended without the prior written consent of the Board of Directors, and that the Board of Directors shall have the power to terminate such Lease and to bring summary proceedings to evict the lessee (which proceedings may be brought in the name of the Lessor named in the Lease) in the event of a default by the lessee in the performance of its obligations under such Lease, including without limitation, the failure of the lessee to comply with the terms and conditions of this Declaration. Each Lease shall also provide that the lessee thereunder shall pay any and all expenses and assessments levied against the demised Lot or Residence directly to the Association if and to the extent the same are not paid when due by the Owner. Notwithstanding the obligation of

the lessee to make such payments directly to the Association if and to the extent the same are not paid when due by the Owner, the Owner shall remain primarily liable for the payment of any and all such expenses and assessments until the same are paid.

9.6. Exempt Transactions. The foregoing provisions of this Article 9 shall not apply to the Developer or any designee or assignee developer, who may convey or lease Lots without complying with the provisions of this Article 9. Additionally, the foregoing provisions of this Article 9 shall not apply to a transfer to or purchase by any institutional mortgagee which acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title of such Lot is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale, or lease by an institutional mortgagee that so acquires its title. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities, and privileges as are herein granted to such institutional mortgagee. Further, the provisions of this Article 9 shall not apply with respect to any sale or lease of a Lot by the Owner thereof to his or her spouse, adult children, adult grandchildren, parents, grandparents, parents-in-law, or to any one or more of them. Any Owner shall be free to convey or transfer his Lot by gift, to devise his Lot by will, or to have his Lot pass by intestacy and the provisions of this article 9 shall not apply thereto; provided, however, that any person or persons who shall acquire title to a Lot or any interest therein by gift, devise, or intestacy shall be bound by, and such Lot shall be subject to, the provisions of this Article 9. In the event any Lot is acquired by the Association, its designee or its assignee, all Owners shall be deemed to have waived any right of partition which they might ever be deemed to have with respect to such Lot. As used in this Article 9, the term Lot refers to both Lot and any residence erected thereon.

10. Additions, Alterations, or Improvements.

10.1 Consent of the Board of Directors. No Owner shall make any structural addition, alteration, or improvement in or to his Residence without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer any written request by an Owner for approval of a proposed structural addition, alteration, or improvement in such Owner's Residence. All structural additions, alterations, and improvements shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction. An Owner making or causing to be made any structural additions, alterations, or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Owners harmless from any liability arising therefrom. Refusal of approval of plans, specifications, and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which the Board of Directors, in its sole and uncontrolled discretion, deems sufficient. It shall be a condition precedent to the

granting of the consent by the Board of Directors to the making of any structural additions, alterations, or improvements in or to any Residence that the Owner of such Residence comply with all of the requirements, restrictions, and provisions of the Restrictions for Indian Spring, including without limitation the requirement for obtaining the prior written approval by the Architectural Control Committee of ISMA of the plans and specifications for such structural addition, alteration, or improvement.

10.2. Exterior Changes. Any change in the exterior appearance of any Residence, including fences, walls, pool or patio enclosures, shall be deemed an alteration requiring approval. The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

10.3. Additions, Alterations, or Improvements to Developer-Owned Lots. The foregoing restrictions of this Article 10 shall not apply to Developer-owned Lots. The Developer shall have the right, without the consent or approval of the Board of Directors or other Owners, to make alterations, additions, or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any Residence owned by it (including, without limitation, the removal of walls, floors, ceilings, and other structural portions of the improvements).

10.4. Changes in Developer-Owned Lots and Residences. Developer shall have the right without the vote or consent of the Association to (a) make alterations, additions, or improvements in, to and upon Lots and Residences owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) change the layout or number of rooms in any Developer-owned Residences, provided that the Developer shall comply with all laws, ordinances, and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended, or deleted without the prior written consent of the Developer.

11. Sales Activity and Developer's Rights.

Until the Developer has completed and sold all the Lots in The Brookside Property, neither the Owners, the Association, nor any use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Residences and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices for the showing of Brookside and display of signs, billboards, placards, and visual promotional materials. The Developer shall have the right to use unassigned parking spaces for prospective purchaser and such other parties as Developer determines. Developer reserves the right to complete the development of The Brookside Property, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title.

12. Amendments.

The process of amending this Declaration shall be as follows:

12.1. Until the date ("First Lot Sale Date") of the closing of the first conveyance of a Lot by Developer to an Owner other than Developer, any amendments may be made by Developer above, which amendment shall be signed by or on behalf of Developer and need not be joined by any other party.

12.2. After the first Lot Sale Date, this Declaration may be amended only with the consent of (i) two-thirds (2/3) of all Owners, (ii) a majority of the entire Board, and (iii) each institutional mortgagee holding a mortgage on any lot. The aforementioned consents must be in writing and shall be affixed to the amendment to this Declaration.

12.3. Notwithstanding anything to the contrary contained herein, (a) no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, Developer, or of any institutional mortgagee affected thereby; (b) so long as Developer is the Owner of any Lot in the ordinary course of its business, Developer's written consent must be obtained and affixed to any amendments as a necessary condition precedent to the adoption of such amendment, and in the absence of such consent any purported amendment shall be ineffective, null, and void, and (c) any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

12.4. Notwithstanding the foregoing, so long as the Developer is entitled to elect the entire Board of Directors, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owner's Board of Directors, or institutional mortgagees, provided that such amendment does not materially and adversely affect an Owner's property rights. Any such amendment shall be signed by or on behalf of Developer alone and a copy of the amendment shall be furnished to each Owner, the Association, and all institutional mortgagees known to the Developer as soon after the recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.

12.5. Any amendment to this Declaration shall become effective upon the recordation thereof in the Public records of Palm Beach County, Florida.

13. Assignability of Rights of Developer.

The rights and privileges reserved in the Declaration in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such

rights may be exercised by the Developer, the nominee, the assignee or designee of the Developer, the successor or successors in interest of the Developer, or the successor or successors in interest of the nominees, assignees, or designees of the Developer.

14. General Provisions

14.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by the then Owner of two-thirds of the Lots has been recorded, and all institutional mortgagees holding first mortgages encumbering the Lots of those Owners signing said instrument, agreeing to change or terminate said covenants and restrictions in whole or in part.

14.2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

14.3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain said violation or to recover damages, and against the land to enforce any lien created by these covenants. The failure by the Developer, the Association, or any Owner to enforce any covenant or restriction herein contained on any occasion or occasions shall in no event be deemed a waiver of the right to do so thereafter.

14.4. Saverability. Invalidation of any one or more of the covenants, restrictions, or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction, or provision hereof and such other covenants, restrictions, and provisions shall remain in full force and effect.

14.5. Captions. The captions and table of contents used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

14.6. Limitations. So long as the Developer is in control of the Association and is pursuing the development of The Brookside Property, the Association shall take no action whatsoever in opposition to the development plan of The Brookside Property or to any changes proposed thereto by the Developer.

This

ORB 7802 Ps 1395

14.7. Context. Whenever the context so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any nouns and pronouns herein shall be deemed to mean the corresponding plural form hereof and vice versa.

14.8. No Implied Waiver. The failure of the Developer, the Association, the Board of Directors, or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction, or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction, or provision.

14.9. Conflicts. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern, and control. In the event of any inconsistency between this Declaration of Maintenance Covenants for Indian Spring or the Restrictions for Indian Spring, the provisions of the latter two mentioned shall supersede, govern, and control.

14.10. Arbitration. In the event of any dispute among the parties hereto, including the Owners, Developer and Association, such dispute shall be settled by arbitration in Palm Beach County, in accordance with the rules then applying of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The arbitrators may award costs and reasonable legal fees to the successful party. This clause shall not apply to the payment and collection of any assessment owed by an owner and to any dispute for which another arbitration provision is provided in the Declaration.

14.11 Manned Gatehouse. It is understood and acknowledged that due to the minimal number of residents in Brookside and the desire that such persons be serviced by a manned gatehouse, the residents of Brookside shall pay maintenance charges to Indian Spring Maintenance Association, Inc., at a rate to be established by said Association but not in excess of 1.4 times the amount payable by owners of lots less than 10,000 square feet in size (rounded to the nearest full dollar) as long as such manned gatehouse is maintained. Such gatehouse shall continue to be maintained and manned unless and until a majority of the residents of Brookside vote to eliminate the same.

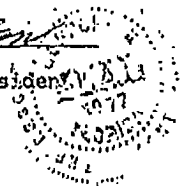
IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Brookside at Indian Spring has been executed by Developer on the day and year first above set forth.

Witnesses:

Sandra Maney
Sandra Maney
Robert N. Koustansky
ROBERT N. KOSTANSKY

The Resort at Indian Spring, Inc.

BY: *Alvin Kaplan*
Alvin Kaplan, President
Corporate Seal



This is Not a Certified Copy

ORB 7802 Pg 1396

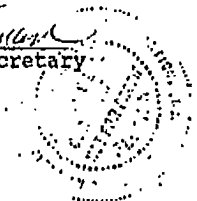
The undersigned, Brookside Homeowners' Association, Inc., hereby consents to the terms and provisions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

Witnesses: Brookside at Indian Spring Homeowners' Association, Inc., a Florida corporation not-for-profit

Sandra Maney
Sandra Maney
Albert N. Troujansk
Albert N. Troujansk

BY: Leonard Greenberg
Leonard Greenberg, President

Attest: Marjorie M. Peterman
Marjorie Peterman, Secretary



STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

The foregoing instrument was acknowledged before me this 13th day of July, 1993 by Alvin Kaplan, as President of The Resort at Indian Spring, Inc., a Florida corporation, on behalf of the corporation.

Joan C. Kuehn
Notary Public

My commission expires:



JOAN C. KUEHN
MY COMMISSION EXPIRES
February 18, 1995
SHEKID TANG HSEAT PULAS HADENYHTER
Commission Number EC027619

NOT A CERTIFIED COPY

SHARES 10/1/19- 9/30/20

8 SHARES

Aspen Glen	160 x 8	1,280
Fairway Park	282 x 8	2,256
Green Lake	168 x 8	1,344
Bannock	13 x 8	104
Briarwood	160 x 8	1,280
Greenspointe	62 x 8	496
	<u>845</u>	<u>6,760</u>

9 SHARES

Applegate	60 x 9	540
Forest Grove	92 x 9	828
Green Glen III	51 x 9	459
J & J Patio	31 x 9	279
Oakdale One	36 x 9	324
Oakdale II	39 x 9	351
Oakmont	12 x 9	108
Evian	72 x 9	648
Villas of Monterey	85 x 9	765
Villas of GG II	111 x 9	999
Laurelwood	49 x 9	441
Glades	42 x 9	378
Hamptons	144 x 9	1,296
Southgate	39 x 9	351
Village	11 x 9	99
	<u>874</u>	<u>7,866</u>

10 SHARES

Estates	67 x 10	670
Westgate	51 x 10	510
	118	<u>1,180</u>

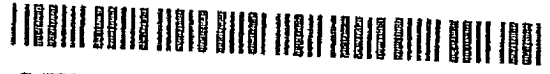
12.6 SHARES

Brookside	80 x 12.6	1,008
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Total Units 1,917 Total Shares 16,814

8 Shares	0.40205	1,346,106	Condo	\$	Quarterly 398
9 Shares	0.46782	1,566,342	Homeowner	\$	448
9 Shares + \$35qtr			J & J		483
10 Shares	0.07018	234,972	Westgate	\$	498
10 Shares + \$12.00 qtr			Estates		510
12.6 Shares	0.05995	200,721	Brookside	\$	627
	<u>1.00000</u>	<u>3,348,140</u>			

EXHIBIT



CFN 20190261760

OR BK 30756 PG 0389
RECORDED 07/17/2019 13:34:07
Palm Beach County, Florida
Sharon R. Back, CLERK & COMPTROLLER
Pgs 0389 - 3915 (3pgs)

PREPARED BY AND RETURN TO:
Jay Steven Levine, Esquire
Levine Law Group
2500 North Military Trail, Suite 283
Boca Raton, Florida 33431
(561) 990-9925

This is Not a Certified Copy

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR BROOKSIDE AT INDIAN SPRING

WHEREAS, the Declaration of Covenants and Restrictions for Brookside at Indian Spring was recorded in Official Record Book 7802, at Page 1372, Public Records of Palm Beach County, Florida;

WHEREAS, Section 12.2 of the Declaration provides that the Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of the voting interests of all members of the Association and by the vote of a majority of the entire membership of the Board of Directors;

WHEREAS, on June 27, 2019, a majority of the entire membership of the Board of Directors at the meeting voted to approve of the amendment to the Declaration in the particulars as set forth in Exhibit (1) to this Certificate;

WHEREAS, on June 27, 2019, not less than two-thirds (2/3) of the voting interests of all members of the Association voted to approve of the amendment to the Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Brookside at Indian Spring shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Brookside at Indian Spring, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

EXHIBIT

D

EXHIBIT "1"AMENDMENT TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS FOR BROOKSIDE AT INDIAN SPRING

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

1. Section 14.11 of the Declaration of Covenants and Restrictions shall be amended to read as follows:

"14.11 Manned Gatehouse. It is understood and acknowledged that ~~due to the minimal number of residents in Brookside and the desire that such persons be served by a manned gatehouse,~~ the residents of Brookside shall pay maintenance charges to Indian Spring Maintenance Association, Inc. at ~~a~~ the standard rate to be established by said Association but not in excess of 1.4 times the amount payable by owners of lots less than 10,000 square feet in size (rounded to the nearest full dollar) set for 9 share parcels under the Declaration for Indian Spring Master Association, Inc. ('ISMA') in effect on the date of the recordation of this Amendment so long as such manned gatehouse is maintained. Such gatehouse shall continue to be maintained and manned unless and until a majority of the ~~residents of Brookside~~ voting interests of all members of Brookside vote to eliminate same. This amendment once recorded shall apply to the next and ensuing budgets for ISMA."

Howard J. Perl, Esq.
Shareholder
Board Certified in Condominium and Planned
Development Law
Phone: (954) 364-6054 Fax: (954) 985-4176
hperl@beckerlawyers.com

Becker

Becker & Poliakoff
1 East Broward Blvd.
Suite 1800
Ft. Lauderdale, Florida 33301

July 19, 2019

Sent Via Certified Mail #9414814902370576046974

Return Receipt Requested

And Regular Mail

Steve Gaynes, President
Brookside at Indian Springs Homeowners' Association, Inc.
c/o 5298 Brookview Drive
Boynton Beach, FL 33437

Re: Indian Springs Master Association, Inc.

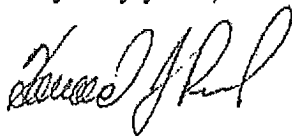
Dear Mr. Gaynes:

This Firm represents Indian Springs Master Association, Inc. ("Association"). The Association has requested that I respond on its behalf to your July 1, 2019 letter to the Association President regarding Brookside at Indian Springs Homeowners' Association, Inc.'s ("Brookside") decision to demand the Association continue to provide a manned guard gate at Gate "A" while at the same time unilaterally amending the Brookside Declaration to remove the surcharge to pay for such manned gate.

The Association is certainly willing to continue the dialogue with Brookside regarding the matter as it has over the last two (2) years.

However, the Association completely rejects Brookside's alleged legal authority to unilaterally take the above actions. You cannot have your cake and eat it too. The Association's 2019-2020 budget will reflect Brookside owners' assessments as 1.4 of the standard rate. Any owner that becomes delinquent in any maintenance assessment to the Association will be handled in accordance with the Association's established collection policies, to include lien and foreclosure in accordance with such policy.

Very truly yours,



Howard J. Perl
For the Firm

EXHIBIT

E

cc: Association President

ACTIVE: 102297/084115:12566714_1
www.beckerlawyers.com