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This instrument was prepared
by and return to:
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FILED FOR RECORD
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CLERK OF COUNTY
MONROE COUNTY, FLA.

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS
OF
THE KEY WEST GOLF CLUB, A TOWNHOME PLANNED UNIT DEVELOPMENT**

THIS DECLARATION, made by KEY WEST GOLF CLUB DEVELOPMENT,
INC., a Florida corporation, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the sole owner of all of that certain
real property (the "Property"), located in Monroe County, Florida,
as more particularly described in Exhibit A, annexed hereto; and

WHEREAS, in order to develop the Property into a residential
community known as "The Key West Golf Club, a Townhome Planned Unit
Development" (hereinafter, "The Golf Club") and preserve and enhance
the values and amenities of The Golf Club and the architectural
integrity and standard of The Golf Club, it is necessary to declare
and subject The Golf Club to certain land use covenants, easements,
restrictions, reservations, regulations, burdens and liens and to
delegate certain powers, controls, easements and other rights to the
homeowners' association to be formed for such purposes; and

WHEREAS, Declarant has caused the Association, the Members of
which shall be the respective Owners of Units in The Golf Club and
the Declarant, to be formed for the purpose of exercising the
functions aforesaid; and

WHEREAS, Declarant intends to develop and/or operate all of
the properties comprising The Golf Club pursuant to a general plan
and subject to certain covenants and restrictions, all running with
title to The Golf Club as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual
covenants contained herein, Declarant hereby declares that The Golf
Club shall be owned, held, used, transferred, sold, conveyed,
demised and occupied subject to the covenants, easements,
restrictions, reservations, regulations, burdens and liens
hereinafter set forth and that the provisions of this Declaration

shall be covenants running with the lands which comprise The Golf Club, i.e., the Property, and shall be binding on all parties having any right, title or interest in The Golf Club or in any portion thereof, their heirs, personal representatives, successors and assigns and shall inure to each portion of The Golf Club. The easements, restrictions, covenants, conditions, reservations, liens, charges and equitable servitudes set forth herein shall (i) run with the title to The Golf Club or any portion thereof (including the respective appurtenances thereto) and the Common Properties and shall be binding upon and inure to the benefit of all persons having any right, title or interest therein, or any part thereof, their heirs, executors, administrators, personal representatives, successors and assigns; (ii) shall, without limiting the generality of the foregoing subparagraph, inure to the benefit of and be binding upon Declarant, its successors-in-interest, and each Owner, and his (or their, as the case may be) respective successors-in-interest and his (or their, as the case may be) agents, servants, employees, contractors, tenants, invitees, licensees and guests; and (iii) may be enforced by any Owner, and his successors-in-interest, including a mortgagee who has acquired the interest of any Owner by foreclosure or by deed in lieu of foreclosure, by the Association, and by the Declarant so long as it owns any portion of the Property (including, but not limited to, any Lot, Unit, or other portion of the Property).

ARTICLE 1
ESTABLISHMENT OF THE GOLF CLUB TOWNHOMES

1.1 Establishment. The Golf Club is hereby established by Declarant and the Property is hereby governed, restricted and in all respects encumbered by this Declaration and all amendments hereafter made in accordance with the provisions herein.

1.2 Existing Property. The parcel of real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Monroe County, Florida, as more particularly described in Exhibit A annexed hereto.

1.3 Development Plan. The property described herein is being developed as a Townhome Planned Unit Development consisting of 390 Townhome Units to be known as The Key West Golf Club, a Townhome Planned Unit Development. Each Unit will be owned by an Owner, as hereinafter defined, in fee simple. Reference herein to properties within The Golf Club shall not create any right, title or interest therein or constitute constructive notice thereof of any right, title or interest by any person or persons claiming by, through, under or against Declarant unless and until said property, or any portion thereof, has been deeded by the Declarant to an Owner. Nothing herein contained shall impose upon the Declarant an obligation or commitment to develop and construct or complete the

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development plan unless and until the Declarant has conveyed said properties to an Owner. Further, notwithstanding that an Owner may have acquired a Unit as then depicted in a site plan proposed by Declarant, any reliance given to such site plan by an Owner shall not prohibit Declarant from modifying the site plan for The Golf Club; provided, only, that any such modification shall not materially and adversely alter or deprive an existing Owner of the view from the rear of the Owner's Unit toward the Golf Course. Specifically, Declarant reserves all rights and powers provided in this Declaration, including, without limitation, the right to amend the Zoning Agreements for the purpose of decreasing or increase the aggregate number of Units buildable on the Property, and those additional rights, reservations and exemptions more particularly enumerated in Articles 11 and 12 hereof.

ARTICLE 2 DEFINITIONS

2.1 Interpretation and Flexibility. The defined terms set forth below shall apply to all capitalized terms used in this Declaration unless the context shall require a contrary interpretation. In the event of any ambiguity or question as to whether any person, entity, property or improvement shall fall within any of the definitions contained in this Article, Declarant's determination (as evidenced by a recorded amendment to this Declaration) shall be binding and conclusive.

2.2 "Affiliate" shall mean, when used to modify the term "Declarant", any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Declarant. The term "control" as used in this definition means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of person, corporation, partnership or other association, whether through the ownership of voting securities, by contract or otherwise.

2.3 "Articles" means the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State, State of Florida for the Key West Golf Club Homeowners' Association, Inc., a Florida not-for-profit corporation, as the same may be amended from time to time.

2.4 "Assessment" means a share of the funds required for payment of Common Expenses, which from time to time is charged to the Unit Owner(s).

2.5 "Assigns" means any person to whom some or all rights of a Owner have been validly transferred by sale, lease, mortgage or otherwise.

2.6 "Association" means the Key West Golf Club Homeowners' Association, Inc., a not-for-profit Florida corporation, which is the entity responsible for the operation of The Golf Club.

2.7 "Board of Administration" or "Board" means the board of directors responsible for administration of the Association.

2.8 "Building(s)" means the building(s) consisting of the attached townhome structures and improvements situated on the Property, all as more fully described herein.

2.9 "By-Laws" means the by-laws of the Association, as they exist from time to time.

2.10 "Committee" means the Architectural Control Committee.

2.11 "Common Expenses" means all expenses and assessments properly incurred by the Association for The Golf Club, including, without limitation, :

A. expenses of operation, maintenance, repair or replacement of Common Properties;

B. costs of carrying out the powers and duties of the Association; and

C. any other expenses designated as Common by this Declaration or the By-Laws.

2.12 "Common Properties" means those portions of The Golf Club excluding all Townhome Units but including the entranceways, lighting equipment, roadways, easements, public sidewalks, paths, lawns, fire lanes, green belts, fences, parking areas and Recreational Facilities, and personal property used in connection with such portions of The Golf Club; where the context so requires "Common Properties" shall include Limited Common Properties, as hereinafter defined, and portions of the Townhome Unit for which the Association has the responsibility to maintain, e.g. Common Roofs.

2.13 "Common Receipts" means the following items collected by the Association on behalf of the Members:

A. funds collected from Owners for payment of Common Expenses or otherwise; and

B. receipts designated as common by law, this Declaration or the By-Laws.

2.14 "Common Roof" means any roof which is a unitary roof covering all or part of one Townhome Unit in common with all or part of the roof of an adjoining Townhome Unit. A Common Roof is

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distinguished from "roof overhang" and "encroachment" which are more particularly described in Article 3 of this Declaration.

2.15 "Common Surplus" means the excess of all Common Receipts over Common Expenses.

2.16 "Conservation Areas" means that portion of Common Properties described in Exhibit A-1 which, contemporaneously with the the recording of this Declaration, have been dedicated as easement areas for fish and wildlife habitats, and which are to remain in their natural state, without alteration, in perpetuity. Such areas are subject to the restrictions set forth in the conservation easement, and as summarized in Paragraph 9.25 of this Declaration. Owners are advised that their Lots may contain or be adjacent to conservation areas.

2.17 "County" means Monroe County, Florida and its duly authorized agencies and authorities, as applicable.

2.18 "Declarant" means: (a) Key West Golf Club Development, Inc., a Florida corporation, its successors and those to which Declarant's rights hereunder shall be assigned specifically; and (b) for purposes of taking actions on Declarant's behalf under this Declaration, Declarant's duly appointed agent(s). Declarant shall have the right to assign all or a portion of its rights hereunder in connection with all or a portion of The Golf Club. In the event of any partial assignment, the assignee shall not be deemed "a Declarant," but shall have all such rights as specifically assigned to it. As used with regard to Declarant, "successors and/or assigns" specifically does not include transferees of individual Townhome Units.

2.19 "Declaration" means this Declaration of Covenants, Restrictions and Easements of The Key West Golf Club, a Townhome Planned Unit Development being established pursuant to this Declaration, including all Exhibits annexed hereto, as well as all amendments to this Declarations, if and when filed of record.

2.20 "Development Agreement" means that certain Interdevelopment and Operating Agreement between Declarant and Key West Country Club, Inc., a memorandum of which was recorded in the County in Official Records Book 1338 at Page 1137.

2.21 "Golf Course" means that certain public golf course located contiguous to The Golf Club, which golf course is owned and operated by parties other than Declarant.

2.22 "Improvement" means any structure or artificially and intentionally created condition, together with all appurtenances thereto, of every type and kind located within The Golf Club, including, without limitation, buildings, walkways, sprinkler pipes, roads, sidewalks, alleys, street lights, driveways, parking areas,

fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, planted trees and shrubs, conduits for telephone lines, storm drainage, cable television lines and site lighting poles, signs and shared equipment and/or utility-type services such as water, sewer and electrical systems, and other commonly shared equipment and/or utility-type services, if any.

2.23 "Institutional Lender" means any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association which has a mortgage lien upon any Townhome Unit or which has acquired and holds title to such Townhome Unit either as a result of its foreclosure of any such mortgage lien or by its receipt of a deed in lieu of foreclosure.

2.24 "Lot" means a homesite lot, as tentatively shown in the Master Site Plan, and as ultimately determined in the surveyor's certificate to be attached to the deed of conveyance from Declarant to Owner, which deed shall be recorded in the County, and any and all improvements thereon.

2.25 "Master Site Plan" the Master Site Plan of the Property filed with and approved by the City of Key West, as same may be amended from time to time.

2.26 "Member" means member of the Association.

2.27 "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Townhome Unit.

2.28 "Property" means the real property described in Exhibit A, as the same may be amended from time to time by Declarant.

2.29 "Recreational Facilities" shall mean the tennis courts, pools, pool decks and pool houses, and park area generally depicted in the Master Site Plan, as the same may be hereinafter ultimately constructed and located by Declarant and as the same may be thereafter altered, amended or relocated hereinafter by the Declarant in its sole discretion.

2.30 "Townhome Unit" means each attached townhome residential dwelling together with that portion of land located within the property line of the area to be deeded in fee simple by the Declarant to Owner. Each such Townhome Unit's boundary line shall be specifically set forth on a deed of conveyance from Declarant and with reference to a survey. The Declarant reserves the right to adjust the boundary lines between adjoining Townhome Units at any time prior to the initial conveyance thereof to Owner by Declarant. Any such adjustment in boundary lines of Townhome Units will be recorded by Declarant in the public records of the County, as an amendment to this Declaration. It is hereby declared

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that by reason of this Declaration each parcel of real property and Townhome Unit shall be legally described and conveyed with the form of reference as follows:

Townhome Unit ___ of The Key West Golf Club Development, according to the Declaration of Protective Covenants, Restrictions and Easements of The Key West Golf Club, a Townhome Planned Unit Development, as recorded in Official Records Book ___, at Page ___ of the Public Records of Monroe County, Florida, and any amendments thereto.

and with the attachment as an exhibit to the deed of the metes and bounds description for Lot and Townhome Unit.

2.31 "Zoning Agreement" shall mean the agreements entered into between the Declarant and the City of Key West as the same relate to The Golf Club, the Property and/or The Golf Course, as the same may be amended from time to time.

ARTICLE 3
PROPERTY RIGHTS

3.1 Owner's Easement of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties which shall be appurtenant to and shall pass with title to every Unit and Parcel and other Property within The Golf Club. subject to the following conditions:

A. The right of the Association to reasonably limit the number of guests, invitees or licensees using the Common Properties, except as provided by law or herein to the contrary.

B. Uniform rules and regulations established by the Association from time to time pertaining to the use of the Common Properties, Townhome Units, and the Lots including, but not limited to, all parking restrictions established by the Association from time to time within the Common Properties.

C. The right of the Association, in accordance with its Articles of Incorporation, Bylaws and this Declaration, with the vote or written assent of two-thirds (2/3rds) of the votes of Members in the Association, to borrow money for the purpose of improving the Common Properties and facilities and in connection therewith, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners hereunder.

D. The right of the Association to suspend the voting

rights specified in Article 7 of Members and the right to use the Common Properties (except means of ingress and egress) of an Owner for any period during which any Assessment against such Owner's Unit remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of this Declaration or the rules and regulations of the Association, provided that any suspension of such voting rights or right to use the Common Properties shall be made only by the Board as provided in the Bylaws of the Association.

E. The right of the Association to dedicate, release, alienate, transfer or encumber all or any part of the Common Properties to or in favor of any public agency, authority or utility at any time and from time to time for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, release, alienation or transfer shall be effective unless approved by the vote or written assent of two-thirds (2/3rds) of the votes of Members in the Association.

F. The right of the Declarant (and its agents, customers, representatives, servants, employees, licensees and invitees) to the non-exclusive use of the Common Properties, the facilities thereof, and an easement on, over, under and through the Common Property or any portion thereof without charge, for the purpose of construction, reconstruction, repair and maintenance of the Improvements including, but not limited to, utility lines and for sales, display, access, ingress, egress, exhibit and other purposes.

G. The right of the Association (by action of the Board) to reconstruct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the original design, finish or standard or construction of such Improvement, or of the general Improvements within the Common Properties, as the case may be.

H. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties and to maintain same and any systems serving same including, but not limited to, irrigation and sprinkler systems.

I. The right of the Association to permit portions of the Common Properties, including, but not limited to, recreational facilities, to be used by one or more Owners and their guests for private parties and other similar functions, subject to the right of the Association to impose reasonable conditions and limitations on such use, including, but not limited to, the posting of a deposit to insure proper conduct and necessary clean-up and repairs.

J. The right of the Declarant to grant such other easements and rights over and upon the Common Properties as Declarant, in its sole discretion, deems appropriate, including,

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without limitation, rights of the public to access by, through, across and upon the Common Properties (which easements and rights shall be similarly granted by the Association).

K. The rights set forth in Article 16 hereof.

L. The rights set forth in Article 17 hereof.

M. The right of Declarant and the Association, subject to the provisions of applicable law, to restrict access, ingress and egress to and from The Golf Club by maintaining a controlled entry system at locations designated by Declarant or the Association from time to time and such other restrictions as the Declarant or the Association shall impose from time to time.

N. The right of Declarant and the Association to designate a central exclusive mail facility for the purpose of receiving and distributing any and all mail, addressed to certain Owners, tenants and occupants at The Golf Club.

O. Such other matters affecting title to the property within The Golf Club and rights of governmental authorities.

P. As irrevocable power of attorney, coupled with an interest, of all Owners in favor of Declarant, for as long as Declarant owns any property, Unit or Parcel within The Golf Club, to exercise any of the foregoing or other rights or discharge any of the foregoing or other obligations which may be set forth herein for the benefit of Declarant or as an obligation of any Owner. This power of attorney shall be self-operative and shall not require any additional instrument to effect same. An Owner, by acceptance of a deed, thereby acknowledges and confirms (and, to the extent required, grants) the power of attorney set forth herein.

Anything to the contrary herein notwithstanding, no action authorized in this Section 3.1 shall be taken without prior written consent of the Declarant as long as the Declarant owns any property, Lot, or Unit within The Golf Club.

3.2 Delegation of Use; Use by Others. Any Owner may delegate by lease, in accordance herewith and with the By-Laws, his such Owner's right of enjoyment of the Common Properties and Recreational Facilities to such Owner's permitted tenants (but once so delegated, any such Owner shall not have such rights until the applicable lease expires, unless such Owner owns other Units where such rights were not so delegate). All guests, invitees and licensees of Owners shall also be entitled to use the Common Properties, subject to applicable rules, regulations and limitations on such rights.

3.3 Parking Rights. Declarant shall have the right at any time and from time to time to grant to specific Townhome Units the

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exclusive right to use, as Limited Common Properties, one or more parking spaces for vehicles, including golf carts.

A. At the time that title to a Townhome Unit is conveyed to an Owner thereof, the Declarant may grant to such Owner, as an appurtenance to the Townhome Unit (and not separately alienable therefrom), a parking space as tentatively depicted in the Master Site Plan and as ultimately constructed and determined by surveyor's certificate filed with the deed of conveyance to the assignee, together with the right of ingress and egress to and from said parking space. Such parking spaces shall be Limited Common Properties, owned in fee simple by the Association upon conveyance by the Declarant, and such Owner to whom such assignment has been made (his family members, tenants, guests, and invitees) shall thereby be entitled to the exclusive use, benefit and possession of such parking space. These parking spaces shall be part of the Limited Common Properties, and the maintenance and repair of these parking spaces shall be effected by the Association in the manner set forth hereinafter.

B. Declarant may grant to an Owner, as an appurtenance to the Townhome Unit (and not separately alienable therefrom), a golf cart parking space, the location of which shall be on Common Properties, together with the right of ingress and egress to and from said parking space. Such parking spaces shall be Limited Common Properties, owned in fee simple by the Association upon conveyance by the Declarant, and such Owner to whom such assignment has been made (his family members, tenants, guests, and invitees) shall thereby be entitled to the exclusive use, benefit and possession of such parking space. These parking spaces shall be part of the Common Property, and the maintenance and repair of these parking spaces shall be effected by the Association in the manner set forth hereinafter. The Association may adopt such rules and regulations as it deems appropriate for the use of such parking spaces, including without limitations, restrictions of size, type or other specifications of the golf cart to be parked in such spaces.

C. The interest in the Parking Spaces and Golf Cart Spaces shall be transferred by Declarant in the deed of conveyance of the Unit or by separate recordable assignment, at the election of the Declarant. Any Owner acquiring an interest in a Golf Cart Spaces may transfer such interest to another Owner, subject to the right of first refusal herein reserved by the Declarant pursuant to Article 11 hereof, provided, however, than such transfer shall be restricted to an Owner within The Golf Club. Any transfer to a person or entity who is not an Owner shall be void, and Declarant shall have the right to acquire the Golf Cart Space from the transferring Owner for a repurchase price equal to the purchase price paid by such transferring Owner to Declarant as consideration for Declarant conveying the Golf Cart Space to such Owner. All consideration, fees or other charges collected by Declarant for Parking Spaces and Golf Cart Spaces shall be the sole property of

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and shall be retained by the Declarant. Until transferred by Declarant, all Parking Spaces and Golf Cart Spaces may be used by Declarant or its designees for any purpose without interference from the Association. Anything to the contrary notwithstanding, any Parking Space assigned pursuant to Section 3.3A or Golf Cart Space assigned pursuant to Section 3.3B may be relocated by Declarant until The Golf Club has been fully constructed and all Lots have been transferred by Declarant to Owners unaffiliated to Declarant.

D. Temporary or guest parking shall be permitted only within spaces and areas designated for such purposes by Declarant or Association. Association, through its Board, is hereby empowered to establish parking regulations and may make provisions for involuntary removal of violating vehicles. The Association may suspend the Owner's right to use an assigned parking space(s) during any period when such Owner's assessments are delinquent; provided, however, Association shall not have the right to suspend or otherwise interfere with Declarant's right to use such parking spaces.

3.4 No Waiver of Use. No Owner may release his Lot from assessments and liens hereunder by waiver of the use and enjoyment of the Common Properties.

3.5 Conveyance of the Common Properties. After all Lots and Units have been conveyed to purchasers other than a Declarant Affiliate, or sooner at the option of the Declarant, the Declarant shall convey all of the Common Properties to the Association, and the Association shall accept said conveyance. The Common Properties shall be conveyed by Special Warranty Deed by Declarant. Such conveyance shall be free and clear of all liens and encumbrances, and subject only to:

A. All taxes and assessments for the year of conveyance and subsequent years;

B. Restrictions, conditions, easements, agreements, limitations, and reservations of record including, without limitation, easements and restrictions for use of the Conservation Areas;

C. Perpetual non-exclusive easements from and to any portion of the Property within The Golf Club owned by the Declarant or its assignees at the time of the conveyance, which easements shall be for the use, benefit and enjoyment of Declarant, the Owners, its or their guests, invitees, licensees, successors and assigns; and

D. The Development Agreement;

E. This Declaration as the same may be amended from time to time.

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3.6 Declarant's Right to Encumber. Until the Declarant conveys the Common Properties to the Association, Declarant shall have the right to mortgage the Common Properties for the purpose of financing the development and construction thereof, or for any other purpose, provided that (a) the lender recognizes the rights of the Owners hereunder, (b) the Common Properties shall be free of mortgages at the time of conveyance to the Association, and (c) the Association or any of the Members (other than Declarant, if it so chooses) shall not be personally liable for payment of the debt secured by such mortgage(s).

3.7 Common Properties for Benefit of Owners. The Declarant, and after conveyance to it, the Association, shall hold title to (and such rights in) the Common Properties for the benefit of those persons entitled to use same under the provisions of this Declaration (which shall be applicable from and after the date this Declaration is recorded whether or not the Common Properties are then owned by the Association).

3.8 Taxation of Common Properties. It is the intent of this Declaration that the Tax Assessor of the County shall include all ad valorem taxes for the Common Properties within the tax bill for the individual Townhome Units. It the event the Common Properties are taxed for the Common Properties, the Association shall pay such taxes and assess the Townhome Units on an equal, prorata basis.

3.9 Construction Activities. Declarant, its agents, contractors, subcontractors, licensees and/or other designees may, from time to time, be engaged in construction, excavation, and other activities within or in proximity to The Golf Club. By acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, each such Owner, lender and user and their respective successors and assigns automatically acknowledge, stipulate and agree:

A. None of the aforesaid activities shall be deemed a nuisance or offensive activity;

B. Not to enter upon or allow other persons under their direction or control to enter upon any portion of The Golf Club where such activity is being conducted (even if not being conducted actively at the time of entry, such as at night or otherwise during non-working hours); and

C. Declarant, its agents, contractors, subcontractors, licensees and designees, shall not be liable for any direct or consequential losses, damages, injuries or deaths arising from or relating to the aforesaid activities.

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3.10 Declarant's Reserved Rights. All of the foregoing property rights are subject to the rights reserved by the Declarant in this Declaration including those rights and exemptions in Articles 11 and 12 hereof.

3.11 Prohibition of Subdivision of Townhome Units. Unless preapproved in recordable form by Declarant, no Townhome Unit shall be subdivided or broken into smaller parts than as constructed by Declarant and described in the surveyor's certificate attached to the deed of conveyance from the Declarant to the transferee-Owner of such Townhome Unit, nor shall any Townhome Unit or portion thereof be added to or incorporated into any other Townhome Unit.

ARTICLE 4

Association Membership and Voting Rights

4.1 Automatic Membership. Every Owner automatically shall be a member of the Association upon becoming the Owner of such Townhome Unit and shall remain a member until his ownership ceases for any reason, at which time his membership shall cease automatically. Other than as an incident to a transfer of title to a Townhome Unit, membership in the Association shall not be transferable and any attempted transfer shall be null and void. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Townhome Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association, or to any of the rights or privileges of such membership.

4.2 Limitation Upon Liability of the Association. Notwithstanding its duty to maintain and repair the Common Properties, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair caused by latent conditions of the Common Properties. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements made by or on behalf of any Owner(s).

4.3 Declarant's Representation on the Board and Voting Rights. Declaration reserves unto it self the following rights notwithstanding any other provision in this Declaration, Articles or By-Laws.

A. Until Declarant has transferred all of the Lots within The Key West Golf Club Development to unaffiliated Owners, Declarant shall be a Member of the Association having one (1) vote for each Lot or Unit owned by Declarant and three hundred fifty (350) additional votes.

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B. Until Declarant has transferred 235 Lots to Owners who are not affiliated with Declarant, Declarant shall have the right to elect all of the Directors to the Board of the Association and to remove and replace any person(s) elected by it, as is set forth in the Articles and By-Laws. The Directors elected by Declarant need not reside in The Golf Club. No Director selected by Declarant shall be required to disqualify himself for voting upon any contract or lease between Declarant and the Association where Declarant may have a pecuniary or other interest. Declarant shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or lease between Declarant and the Association where Declarant may have a pecuniary or other interest. All rights in favor of Declarant reserved in this Declaration, the Articles of Incorporation and the By-Laws are assignable to and may be exercised by Declarant's successors and assigns.

C. After Declarant has transferred 235 Lots to Owners who are not affiliated with Declarant, Declarant shall have the right to elect three-fifths (3/5) of all of the Directors to the Board and to remove and replace any person(s) elected by it, as is set forth in the Articles of Incorporation and By-Laws, and the Owners shall have the right to elect two-fifths (2/5) of all of the Directors to the Board. The Directors elected by Declarant need not reside in The Golf Club. No Director selected by Declarant shall be required to disqualify himself for voting upon any contract or lease between Declarant and the Association where Declarant may have a pecuniary or other interest. Declarant shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or lease between Declarant and the Association where Declarant may have a pecuniary or other interest. All rights in favor of Declarant reserved in this Declaration, the Articles and the By-Laws are assignable to and may be exercised by Declarant's successors and assigns.

4.4 Declarant's Right to Transfer Voting Rights. Declarant shall have the right to transfer all or any portion of its voting rights and/or any or all of its rights to appoint members of the Board and hereby reserves the right to transfer any or all of its voting rights and any or all of its rights to appoint members of the Board. The number of votes entitled to be cast, if any, and/or the number of members of the Board entitled to be appointed which are transferred by Declarant shall be set forth in the deed of conveyance or other instrument of conveyance by the Declarant in Declarant's sole and absolute discretion. Such transferee, upon becoming the record owner of any portion of the Property shall be entitled to exercise the privilege of voting and/or of appointing such number of members to the Board as designated as aforesaid in the deed or other instrument of conveyance. The voting rights so transferred by Declarant shall not be thereafter assigned or transferred by such transferee of Declarant without Declarant's written consent, which consent may be unconditionally withheld.

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Notwithstanding such limitation, one vote for each Lot or Unit transferred by such transferee shall be entitled to one vote pursuant to the terms of this Declaration.

4.5 Voting Rights. Subject to the Declarant's voting rights in Section 4.3 hereof, each Lot shall be entitled to one (1) vote to be cast by the Owner. When more than one person holds an interest in a Lot, the vote for the Lot shall be cast by the Owner designated in a certificate filed with the Association and signed by all persons owning an interest in the Lot. The vote for each Lot is indivisible. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of Lot ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee. Notwithstanding anything contained in this Declaration to the contrary, until such time as Declarant shall have conveyed all the Lots (whether or not improved with Townhome Units) contained within The Golf Club, exclusive of conveyances to entities related to or affiliated with Declarant or conveyances to other Declarants, or until Declarant sooner shall elect to transfer control to the non-Declarant members of the Association, Declarant shall have the sole and exclusive right to elect all officers and directors of the Association. During the period of Declarant's control, all Owners other than Declarant shall have a non-voting membership in the Association unless this provision is waived in writing by Declarant. In the event Declarant, in its absolute discretion, elects to turn over control of the Association to the Owners prior to Declarant transferring all Lots within The Golf Club, Declarant shall retain the right to appoint one (1) Director to the Board for so long as Declarant or an entity related to Declarant owns a Lot within The Golf Club.

ARTICLE 5

Duties and Powers of the Association

5.1 In General. The Association shall govern, operate, control, manage and maintain the Common Properties, including without limitation, the Conservation Areas, pursuant to the terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws. The Association shall pay all real property ad valorem taxes and all governmental liens assessed against the Common Properties. The Association shall further have the responsibility to hire personnel and to maintain, repair, and replace the Common Properties, including, without limitation, street lights and the community sign, at the expense of the Association.

5.2 Additional Powers of Association. The Association, acting through the Board, shall also have the power and duty to:

A. Maintain, protect, repair, replace and otherwise manage the Common Properties, including without limitation, the

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Conservation Areas, and all Improvements thereon in accordance with the provisions of this Declaration;

B. To preserve and enhance the natural beauty of The Golf Club, the Conservation Areas and the properties of the Members of this Association;

C. To promote the health, safety and social welfare of the Owners;

D. To own, operate, govern, administer and manage the Common Properties;

E. To control the specifications, architecture and design appearance of The Golf Club, including, but not limited to, elevation and location of, and landscaping around, all improvements of any type, including: walls, fences, swimming pools, dune crossings, docks bulkheading, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in The Golf Club, as well as the alteration, improvement, addition or change thereto in order to preserve and maintain an integrated architectural design within The Golf Club;

F. To insure compliance with the Zoning Agreements as described in Article 2, Section 2.29 hereof, and to maintain all permits for the operation of The Golf Club, of whatever nature, as required by governmental entities having jurisdiction over The Golf Club;

G. To make and collect assessments, of any type, in accordance with the terms herein;

H. To control any waterways, lagoons, lakes and inlets in The Golf Club and to comply with the terms of the Water Management System and any other permits, licenses and governmental approvals in connection with any waterways;

I. To provide for private security and/or telecommunications system(s) in The Golf Club, and such other services the responsibility for which has been delegated to this Association by the terms hereof, and to provide capital improvements and equipment related thereto on the Common Properties;

J. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety, and social welfare of the Members as the Board, in its discretion, determines to be necessary, appropriate, and/or convenient;

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K. To preserve scenic assets, natural features and natural and man-made recreational areas in The Golf Club, to the maximum extent feasible;

L. To oversee the general operation and maintenance of The Golf Club in such a manner as to prevent substantial injury to the use and value of all or any part of The Golf Club;

M. To operate without profit for the sole and exclusive benefit of its Members;

N. To assure that the provisions of the Declaration are duly enforced;

O. Maintain all private streets within the Common Properties, including cleaning and periodic resurfacing, and to maintain, operate and replace any street lights now located or to be installed on the Common Properties;

P. For the benefit of the Common Properties and the entire Project, (i) obtain all commonly metered water, sanitary sewage, gas and electric services and other such utilities or services, and (ii) provide for all refuse collection and cable or master television service (if any), as necessary. Nothing herein shall create any liability on the part of the Association for consequential or other damages resulting from the inability of the Association to so obtain, produce, circulate and provide any of the foregoing services for reasons beyond the Association's reasonable control, nor prohibit the Association from temporarily interrupting the foregoing services in order to effect necessary repairs, maintenance and replacement;

Q. Grant easements, rights of way or strips of land, where necessary, for utilities, and sewer facilities and other services over the Common Properties to serve the Common Properties and other portions of The Golf Club;

R. Maintain such policy or policies of liability, fire, flood, windstorm and other insurance with respect to the Common Properties and personal property located thereon or used in connection therewith, if any, owned by the Association or the Declarant as provided herein in furthering the purposes and protecting the interests of the Association and Members and as directed by this Declaration and the Bylaws of the Association;

S. Employ or contract with a management company (which may be an affiliate of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate, at the option of the Board, its powers to committees, officers and employees (which may also be employees of association(s) in The Golf Club, in which case compensation shall be equitably apportioned);

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T. Install and maintain security devices, detectors and communications facilities, and employ or contract for employment of security services, guards and watchmen for the Common Properties, if so desired by the Board;

U. Operate and maintain (or contract for the operation and maintenance) of a cable TV or similar system for the benefit of Owners as specified herein, if so desired by the Board;

V. To enter into agreements to manage associations and maintain the exterior landscaping and grounds of all Townhomes within The Golf Club;

W. Take such other action which the Board shall deem advisable with respect to The Golf Club as may be permitted hereunder or under law;

X. To do and perform all such other acts and things permitted and to exercise all powers granted to a corporation not for profit under the laws of the State of Florida as those laws now exist or as they may hereafter provide;

Y. To comply with all federal, state and local requirements concerning environmental protection including, but not limited to: the compliance with all water quality monitoring requirements; and the maintenance of the Water Management System;

Z. To maintain and otherwise provide perpetual maintenance of the Conservation Areas pursuant to the conservation easement granted by Declarant to the South Florida Water Management District including, without limitation, the installation and perpetual maintenance of all required signage in connection therewith; and

AA. To take any action against any third party, including any owner, as necessary to enforce the conditions of the conservation easement encumber the Conservation Areas and any governmental permit issued in connection therewith.

5.3 Association Expenses. The Association shall, through the Board, fix and determine from time to time the sum(s) necessary and adequate to provide for the expenses of the Association. The expenses of the Association shall be assessed against the Owners as provided in Article 6 hereof.

5.4 Title to Common Properties; Conveyances to the Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant which deed(s) convey title to all or any portion of the Common Properties.

5.5 Rules and Regulations. The Board may from time to time adopt or amend Rules and Regulations governing the details of the

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operation, use, maintenance, management and control of the Lots and the Common Properties.

5.6 Budget and Accounting. The Board shall adopt a budget for each fiscal year. Such budget shall contain estimates of all costs and expenses for the proper operation, management and maintenance of the Common Properties, including a reasonable allowance for contingencies and reserves, and shall take into account the projected income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Common Expenses also shall include the cost of maintaining leaseholds, memberships and other possessory or use interests in lands and facilities to provide enjoyment, recreation or other use or benefit to Owners, all as acquired by lease or agreement in form and content satisfactory to the Board, including amounts which the Association may agree to pay to Declarant for services or availability of service, including management. Assessments shall be established based upon such budget. Upon adoption of the budget, a copy of same shall be delivered to each Owner, although failure to deliver a copy of the budget to each Owner shall not affect the liability of any Owner for such assessment. The Association shall maintain accounting records which shall be open to inspection by Owners or their authorized representatives at reasonable times. Written summaries of such accounting records shall be furnished to Owners or their representatives at least annually.

5.7 Reserves.

A. Reserves for Capital Expenditures and Deferred Maintenance. Each annual budget shall include sums to be collected and maintained as reserves to be used for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by the Board by means of a formula based upon completed Units and the estimated life and estimated replacement cost of each reserve item for such completed Units. Such reserves may be waived or reduced for a fiscal year by the affirmative vote of at least one-half (½) of the Voting Interests of the Association at a duly called meeting of the Association. If such a meeting shall have been called and the necessary vote for waiver or reduction shall not have been attained or a quorum shall not have been obtained, the reserves as set forth in the budget shall go into effect.

B. General Operating Reserve. Each annual budget may include a sum to be collected and maintained as a general operating reserve, which sum may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Owners or as a result of emergencies or to pay other costs or expenses placing financial stress upon the Association. The amount to be allocated to such operating reserve and collected therefor

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shall not exceed ten percent (10%) of the current annual assessment levied against all of the Owners. Upon accrual in the operating reserve of a sum equal to thirty percent (30%) of the current annual assessment, no further payments shall be collected, unless such operating reserve shall be reduced below the thirty percent (30%) level, in which event, contributions to such operating reserve shall be included in the annual assessment so as to restore the operating reserve to thirty percent (30%) of the current annual assessment.

5.8 Collections. All monies collected by the Association shall be treated as the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating the Association, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws. Monies for any assessment paid to the Association by any Owner may be commingled with monies paid to the Association by the other Owners. Although all funds and the Common Surplus shall be held for the benefit of the members of the Association, no member shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Townhome Unit. When a Owner shall cease to be a member of the Association, the Association shall not be required to account to him for any share of the funds or assets of the Association, or for any sums which he may have paid to the Association.

5.9 Members' Rights. The Association shall be run by the Board and the Members shall only have such power as is specified herein or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers with or without a specific authorizing resolution.

5.10 Exterior Maintenance by the Association. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance service to and upon any structure located on any Lot, Unit, or any property in The Golf Club, provided such exterior maintenance is, in the opinion of the Board, required, including without limitation: paint; repair, roof repair and replacement; installation of gutters, downspouts and exterior building surfaces; yard clean-up; bulkheading; dredging, and otherwise maintaining the Common Properties. In addition, the Association may provide maintenance to the landscaping, sprinklers, trees, shrubs, grass, pools, walks, private drives, shorelines and streets, Owner's irrigation systems, and may provide maintenance to other exterior improvements. To the extent such maintenance is provided in a manner satisfactory to the Association by another association or an Owner, or by the Declarant for any part of The Golf Club, such maintenance shall not be provided for or duplicated by the Association.

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The provision of any exterior maintenance services by the Association to any Class of Property and/or to any property in The Golf Club owned by the Declarant shall not be deemed to constitute and does not constitute an acceptance of the ongoing responsibility to maintain such properties or the Ownership of such properties, except as herein provided. At such time as the Association renders exterior maintenance services, it shall do so at the sole expense of the responsible Owner(s) or the Declarant for which services such Owner or Declarant shall be assessed in accordance with this Declaration as a Special Assessment.

The cost of such maintenance may be assessed as a Special Assessment against a Unit Owner, Lot Owner, the Declarant or against the Units, Lots or other property in The Golf Club which, in the opinion of the Association, benefit from same. This exterior maintenance assessment shall be separate, apart and in addition to any annual or other special maintenance assessments. Any such exterior maintenance assessment shall be a lien on the Unit, Lot and/or property within The Golf Club and which is the subject of the maintenance assessment, shall be a personal obligation of the Owner and shall become due and payable in all respects, together with interest, charges, penalties and late fees as provided by the Board. The provisions of Article 6 of this Declaration shall apply to any such Special Assessment for exterior maintenance.

5.11 Access at Reasonable Hours. Except in the case of emergency when no notice is required, for the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after five days' written notice to the Owner or the Declarant, to enter upon any Parcel or the exterior of any Unit, Lot and/or property owned by the Declarant which is the subject of the maintenance assessment at reasonable hours on any day except on Sunday. Said notice shall be delivered either in person or mailed to the Owner or to the Declarant, by certified mail, return receipt requested. The notice shall be deemed given when mailed.

5.12 Easement for Exterior Maintenance. The Association is hereby granted a non-exclusive easement to enter upon any Lot, the exterior of any Unit, and any property in The Golf Club owned by the Declarant in order to provide exterior maintenance service to and upon any structure located on or upon any of such enumerated properties in accordance with the terms of this Article, including, without limitation, the right to erect and maintain thereon scaffolding or other equipment required for such maintenance service.

5.13 Fines. Notwithstanding the availability of other remedies set forth elsewhere in this Declaration, the Association shall also have the power to assess reasonable fines to enforce any of the provisions of this Declaration, the By-Laws, or rules and regulations promulgated in connection therewith, provided only that

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appropriate notice and right to appear be granted to any subject to such fines.

ARTICLE 6
Assessments

6.1 Purpose. Assessments levied by the Association shall be used to promote the common health, safety, benefit, recreation, welfare and aesthetics of the Owners and to maintain, repair and replace the Common Properties.

6.2 Assessments. The Board shall have the power to fix, determine and collect from all Owners, as provided in the By-Laws, the sums necessary and adequate to provide for the Common Expenses and such other expenses as are specifically provided for in this Declaration and the By-Laws. The Board shall furnish prompt notice to Owners of all assessments payable.

A. Allocation. Unless otherwise stipulated, all assessments shall be levied in proportion to each Owner's Common Interest. Should the Association be the owner of any Townhome Unit(s), the assessment which otherwise would be due and payable to the Association on such Townhome Unit(s), shall be levied ratably among all of the Townhome Owners excluding the Association, based upon their Common Interests, reduced by any income derived from the leasing of such Townhome Unit(s) by the Association.

B. Special Assessments. Should the assessments prove to be insufficient to pay the costs of operation of the Association, or should any emergency arise, the Board shall have the authority to levy such additional assessment(s) as it may deem necessary, subject to obtaining the Association Membership's approval of such Special Assessment by majority vote at a duly called meeting of the Association at which a quorum is present. The specific purpose(s) of any Special Assessment shall be set forth in a written notice of such assessment sent or delivered to each Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose(s) set forth in such notice or returned to the Owners; provided, however, that upon completion of such specific purpose(s), any excess funds shall be considered Common Surplus. Anything herein to the contrary notwithstanding, so long as Declarant owns at least two (2) Townhome Units in The Golf Club, no Special Assessment shall be authorized without Declarant's prior written approval.

C. Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Owner or Townhome Unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Owner with respect to the Townhome Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

D. Payment; Default. The assessments levied against each Owner shall be payable at the main office of the Association in such installments and at such time as may be determined by the Board of Administration as provided in the By-Laws. The payment of any such assessment shall be in default if it is not paid to the Association on or before its due date.

6.3 Annual Assessments; Budget. The Board shall fix, determine and collect the sums necessary and adequate to pay for the general expenses of the Association. The annual assessment shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the fiscal year. The Association's fiscal year shall be the calendar year beginning with the calendar year in which this Declaration is recorded in the Public Records of the County. Assessments shall be payable monthly in advance or at such other time as determined by the Board at the main office of the Association. The payment of any assessment shall be in default if it is not paid to the Association on or before its due date.

6.4 Special Assessments and Special Individual Assessments. In addition to the annual assessments, the Association may levy special assessments to pay the costs of such items as are determined necessary or appropriate by the Board, including, without limitation, the following: (a) reconstruction of portions of the Common Properties; and (b) unexpected repairs or replacements. Special assessments shall be shared equally by each Lot and shall be due and payable in the amount and at the time determined by the Board. Notwithstanding the foregoing, special individual assessments may be charged against certain Lots and Owners and in differing amounts as necessary or appropriate.

6.5 Subordination of Liens to Mortgages. Assessment liens shall be superior to all other liens, except tax liens and first mortgage liens in favor of Institutional Lenders or Declarant which are amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of a Lot, pursuant to a decree of foreclosure or where the Institutional Lender takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure only pursuant to superior mortgages as provided above. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment. Notwithstanding anything herein to the contrary, the provisions of this Section 5.6 shall not be amended without the prior written consent of Monroe County, Florida.

6.6 Certificates. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing by an officer of the Association, setting forth whether

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assessments have been paid. Such certificate shall be conclusive evidence as to any assessment therein stated to having been paid.

6.7 Liability of Declarant. Anything to the contrary herein notwithstanding, Declarant shall not be liable for any Assessments imposed upon Units or Lots for which it is the Owner as long as the Declarant pays all deficits in operation of the Association above the Assessments and capital contributions and other sums collectible from other Owners or otherwise. Declarant may at any time and from time to time be relieved of all obligations to fund deficits by electing, for any Assessment period or periods, to pay Assessments imposed on Units or Lots for which it is the Owner.

6.8 Assessments for Limited Common Properties. Anything to the contrary notwithstanding, the costs and expenses attributable to the maintenance, repair, replacement and operation of the Limited Common Properties (which shall be effected by the Association) shall be charged to the Owners having the exclusive right to use such Limited Common Properties (including with respect to parking spaces) in an amount reasonably determined by the Board to be equal from time to time to such costs and expenses. Such charges shall be Special Assessments hereunder. There shall be no need to calculate each Owner's specific charge. If the Declarant elects, such area may be maintained, repaired and operated at its expense, in which case it shall be exempt from the foregoing.

6.9 Initial Assessment for New Members. Declarant shall collect from every Owner at the time of closing and every such Owner, other than Declarant, its successors or assigns, shall pay to the Association an amount equal to two months of monthly assessment charges to be used as working capital for the Association. This obligation to pay an initial capital assessment shall apply to transferees from the Declarant and all subsequent subsequent transferees from time to time.

ARTICLE 7
EFFECT OF NON-PAYMENT OF ASSESSMENTS;
REMEDIES OF ASSOCIATION

7.1 Application of Proceeds in Event of Default. In the event that a Townhome Unit is to be sold, leased or mortgaged at a time when payment of any assessment by the Owner shall be in default (whether or not a notice of lien has been recorded by the Association), then the rent or proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payments of any then delinquent assessment or installments thereof due to the Association before the payment to the Owner in default.

7.2 Liens; Enforcement.

A. The assessments shall be levied against each Townhome Owner(s) who is bound to pay them. Common Expenses and

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assessments shall constitute a lien against each Townhome Unit and shall have the priority afforded by law. Actions to enforce such claims shall be in conformity with the law. Each Townhome Owner also shall be liable personally to the Association for the payment of all such assessments and for interest on any delinquent payment and for all costs of collecting such payment and interest thereon, including reasonable attorneys' fees. No Owner may exempt himself from liability for any assessment levied against him by waiver of the use or enjoyment of any of the Common Properties, or by abandonment of the Townhome Unit or in any other way. Assessments which are unpaid after the due date shall bear interest at the maximum rate of interest chargeable to an individual as permitted by the laws of the State of Florida. Once interest has accrued, any subsequent payment shall be applied first to payment of interest and collection costs and then to the payment of the assessment first due.

B. Each such lien shall secure: (i) all advances for taxes, payments on account or superior mortgages, liens or encumbrances and any other payments which the Association may pay in order to preserve and protect its lien; and (ii) all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien upon the Townhome Unit.

C. Each lien herein granted to the Association shall be effective upon recording a notice of lien in the Public Records of the County. A notice of lien shall state the description of the Townhome Unit encumbered thereby, the name of the record owner, the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the claim of lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

D. The Association, acting through the Board, shall have the right to assign to Declarant or to any Owner(s) or third party its lien rights for the recovery of any unpaid assessments.

E. A lien granted to the Association may be foreclosed. No foreclosure action may be filed until at least thirty (30) days after the Association gives written notice to the Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of