

DECLARATION OF COVENANTS AND RESTRICTIONS

for

VISTA VERDE

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Declaration of Covenants and Restrictions

Architectural Planning Criteria

Legal Description of Vista Verde

Articles of Incorporation of Pond Apple
Maintenance Association, Inc.

By-Laws of Pond Apple Maintenance
Association, Inc.

* * * * *

Recorded July 6th, 1979 under Clerk's
File No. 79-117953 and Official Records
Book 3093 at page 134 of the Public Re-
cords of Palm Beach County, Florida.

DECLARATION OF COVENANTS AND RESTRICTIONS

for

VISTA VERDE

THIS DECLARATION, made this 6th day of July, A. D. 1979, by VISTA VERDE LTD., (the "Developer"), a Florida Limited Partnership, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Vista Verde"), is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS:

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

(a) "Association" shall mean and refer to Pond Apple Maintenance Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles"), and By-Laws (the "By-Laws"), of the Association make reference. Copies of the Articles and By-Laws are attached hereto, made a part hereof, as Exhibits "C" and "D", respectively.

(b) "Developer" shall mean and refer to Vista Verde Ltd., a Florida Limited Partnership, and its successors or assigns, if any such successor or assign acquires the undeveloped portion of Vista Verde from the Developer for the purpose of development and is designated as such by Vista Verde Ltd..

(c) "Vista Verde" or "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

(d) "Lot" shall mean and refer to any lot or other parcel in Vista Verde, together with any and all improvements thereon, platted in the Public Records of Palm Beach County,

Florida, on which a residential structure could be constructed whether or not one has been constructed.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot which is part of the Property, including contract sellers (but not contract purchasers) and Developer.

(f) "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns (except the numbered lots of Vista Verde), or in which the Association has an interest, including, without limitation, a right of use, for common use and enjoyment of the members of the Association.

II. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM:

Section 1. Legal Description: The real property, which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

See legal description attached hereto as Exhibit "B"

Section 2. Platting and Subdivision Restrictions: The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additional Property: The Developer may from time to time bring other contiguous land under the provisions hereof by recorded supplemental Declarations. This right is limited to Phases II and III of VISTA VERDE, as the same is proposed in a Plot Plan, which has been approved by Palm Beach County, Florida.

III. PROPERTY RIGHTS:

Section 1. Title to Common Area: Developer may retain the legal title to the Common Area so long as it owns at least 20% of the lots in Vista Verde. On or before conveyance by Developer of 80% of the lots in Vista Verde, Developer shall convey the

(e) That portion of the Lake Worth Drainage District L-46 Canal right-of-way lying between the southerly edge of water and the southerly right-of-way line.

(f) That portion of the El Paseo Road right-of-way lying south of the aforesaid L-46 Canal, lying between the westerly edge of pavement and the westerly right-of-way line.

(g) That portion of the Verde Trail North right-of-way, lying between the north and westerly edges of pavement and the north and westerly right-of-way line.

Any maintenance and irrigation of the above described rights of way shall be subject to the approval of Palm Beach County and shall not interfere with the purpose for which the rights of way have been dedicated. In addition, Palm Beach County shall not be responsible for relocation or destruction of any improvements to said rights of way made by the Association in the event the County needs to work within said rights of way to maintain roads and/or canals.

In addition, the Association shall cut the grass in the front yards and provide irrigation to the front yards of each of the lots in Vista Verde by way of a master sprinkler system to be installed during the development of the subdivision, and shall maintain any fences or walls erected by the Developer in the front yards of any lots in Vista Verde, where said fence or wall extends across the boundary of adjoining lots.

Section 3. Owners' Easements of Enjoyment In Common Area: Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

(b) All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

(c) Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

(d) Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

Section 4. Other Easements: In addition to the easements contained in Section 2 above, the following easements shall also exist in Vista Verde.

(a) Where a residence is constructed within one (1) foot of the side lot line of any lot, in order to allow the owner of any such residence so constructed to maintain the wall facing the "adjoining lot" line, each owner of such residence so constructed shall have an easement over the "adjoining lot", with the right of ingress and egress during reasonable times of day, for the purpose of maintaining and repairing his own property. Conversely, the owner of the "adjoining lot", which is subject to said easement, shall have an easement over that part of the first property owner's lot from the property line inward towards said blank wall, thereby affording to said owner of the "adjoining lot" the right to the use of said strip of land adjacent to any such wall as a portion of his outdoor living area. The easements created in this section shall be permanent, perpetual and exclusive to the property owners involved.

(b) All owners of property within the Via Verde P.U.D. shall have an easement for the use of and access to the bicycle path system installed in Vista Verde.

(c) The Association shall have an easement over all lots in Vista Verde, with the right of ingress and egress, for the purpose of maintaining all underground utilities.

Section 5. Open Space and Replacement of Structures: The portion of the plat containing open space may not be vacated in whole or in part unless the entire plat is vacated. In the event any residential unit built in Vista Verde is destroyed or removed by or for any cause, if replaced, said unit shall be replaced with a unit of at least similar size and type, however, not exceeding the dimensions of the previous unit.

IV. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION:

Section 1. Membership: Every person or entity who is a

record fee-simple Owner of a Lot, including the Developer, at all times, as long as it owns all or any part of the Property subject to this Declaration; shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation, shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting: The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

Section 3. Via Verde: All members of the Association, by acceptance of a deed for property within Vista Verde, become members of the Via Verde Homeowners Association, Inc., which is the Master Association for the Via Verde P.U.D.

V. COVENANTS FOR MAINTENANCE ASSESSMENTS:

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Developer, for each Lot owned by it within Vista Verde, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon, from the due date at the rate of ten (10%) per cent, per annum, and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments: The annual and special assessments levied by the Association shall be used, exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Vista Verde and, in particular, for the improvement and maintenance of the Common Area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments: Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1,200.00, per Lot, per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board, the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment: All regular and special assessments shall be at a uniform rate for each platted Lot in Vista Verde.

Section 5. Special Assessments for Capital Improvements and Major Repairs: In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in

advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments;
Due Date: The assessments for which provision is herein made shall commence on the date or dates (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 due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors: The Board of Directors of the Association shall fix the date of commencement of the assessment period, and the amount of assessments, at least thirty (30) days in advance of such date or 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 sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment; the Lien, the Personal Obligation, Remedies of Association: If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of

Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten (10%) per cent, per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing the filing and complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment, as above provided, and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages: The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall not apply to assessments which become due and payable subsequent to a sale or transfer of such Lot, pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property: The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments; charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All Common Area, as defined in Article I hereof;

(c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot (or any part thereof), land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

VI. EXTERIOR MAINTENANCE ASSESSMENT:

Section 1. Exterior Maintenance: In addition to maintenance upon the Common Area, the Association may provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs: The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V, hereinabove.

Section 3. Access at Reasonable Hours: 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 reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at

reasonable hours on any day except Saturday or Sunday.

VII. ARCHITECTURAL CONTROL:

Section 1. Architectural Review Board: The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number, as it may choose, as long as it owns at least one Lot in Vista Verde. Members of the ARB, as to whom Developer may relinquish the right to appoint, and all members of the ARB, after Developer no longer owns at least one Lot in Vista Verde, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. 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; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any member of the ARB appointed by Developer.

Section 2. Necessity of Architectural Review and Approval: No 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, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration 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 structure and topography and as to conformance with applicable Architectural Planning Criteria of the Association, a copy of which are attached hereto, as Exhibit "A", as the same may from time to time be amended. Architectural Planning criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Vista Verde, and are not intended to limit the power or authority of the ARB, and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter to thing.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to 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. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered, after adoption thereof, 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 Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

(b) 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, landscape device or object, or other improvement, the construction or

placement of which is proposed upon any Lot in Vista Verde. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement, in accordance with this Declaration and the Architectural Planning Criteria.

(c) To approve or disapprove any 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, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Vista Verde, and to approve or disapprove any exterior additions, changes, modification or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. 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 in all events be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

VIII. RESTRICTIONS:

Section 1. Residential Use. The Property subject to these Covenants and Restrictions, may be used for residential living and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement

shall be erected upon any Lot without prior ARB approval thereof, as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership to form one or more larger Lots. In the event of the division or subdivision of any Lot(s), as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed, as a unit, the provisions of these Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one full platted Lot, according to the recorded Plat of Vista Verde.

Section 2. No Temporary Buildings: No tents, trailers, motor homes, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer.

Section 3. Antennae: No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Vista Verde.

Section 4. Boats and Motor Vehicles: No boats, recreational vehicles or other motor vehicles, except four-wheel passenger vehicles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. Trees: No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas: No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition.

Section 8. Clothes Drying Area: No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Landscaping: A basic landscaping plan for each home must be submitted to and approved by the ARB prior to any major alteration in the existing landscaping. Sodding will be required on all front, back and side yards, except as approved by the ARB.

Section 10. Nuisances: Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs: No sign of any kind shall be displayed to the public view on any Lot except for the following:

(a) The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.

(b) Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 12. Lakes: No motor boats shall be allowed on

any of the lakes within Vista Verde. Access to the lakes shall be through those easements expressly created in this document or the Plat of Vista Verde.

Section 13. Miscellaneous: No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

IX. TELECOMMUNICATION SYSTEM:

Developer shall have the right, but not the obligation, to construct or install over, across and upon the Common Area and elsewhere in Vista Verde, for the use and enjoyment of Vista Verde Property Owners and their permitted or authorized guests, invitees and tenants, a central or master telecommunications receiving and distribution system (the "MATV System"), the exact description, location and nature of which have not yet been fixed. For the purpose of authorizing, permitting and allowing Developer to cause to be designed, installed and constructed, and thereafter inspected, repaired, maintained, altered, improved and replaced, the MATV System, Developer shall have and hereby reserves to itself, its successors and assigns, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the MATV System (the scope and extent and the size and the location of which, over, across, upon and through the Common Area shall be fixed and determined solely by Developer, its successors or assigns), together with the perpetual and exclusive right and privilege of (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and

replacing the facilities and equipment constituting the MATV System, including, without limitation, the towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and FM radio signals; and (2) transmitting to Owners of Lots in Vista Verde, and their heirs, personal representatives, successors and assigns such Owners, telecommunications via the MATV System (the facilities and equipment of which shall be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns; provided, that they shall be uniformly applicable to the Owners or occupants of all Lots in Vista Verde; and (3) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s), or other entity(ies) of Developer's choice, the rights, privileges, and easements, and the obligations related thereto, of installing, constructing, and maintaining the MATV System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals received by or through such system.

Each Owner of any property in Vista Verde (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements, and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to this Article IX.

X. GENERAL PROVISIONS:

Section 1. Duration and Remedies for Violation: The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after

which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained, shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 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 to the last-known address of the person who appears as member or Owner on the records of the Association in seeking such enforcement.

Section 3. Severability: Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment: This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage: Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date: This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed, as required by law, on this, the day and year first above written.

In the presence of:

VISTA VERDE LTD.

(corporate seal)

By: s/ Stacey J. Utal
Stacey J. Utal, General Partner

By: S. J. UTAL DEVELOPMENT CORP.,
General Partner

By: s/ Stacey J. Utal
Stacey J. Utal, President

STATE OF FLORIDA

)

COUNTY OF PALM BEACH

) SS.:

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The foregoing Declaration of Covenants and Restrictions for Vista Verde was acknowledged before me this 6th day of July, A. D. 1979, by the General Partners of VISTA VERDE LTD., STACEY J. UTAL, and S. J. UTAL DEVELOPMENT CORP., Stacey J. Utal, President.

s/ Arlene J. Utal
Notary Public, State of Florida
at Large

My Commission Expires: April 20, 1980.