

Condominium to the Association or on the seventh (7th) anniversary of the date of recording this Declaration, whichever shall occur first.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth and pursuant to Section 718.110(5), Florida Statutes, to correct scrivener's errors.

6.3 Amendment Pertaining to Stormwater Management System. Notwithstanding any provisions to the contrary contained in this Section 6, any amendment which will affect the stormwater management system, including the management portion of the Common Elements, serving the Condominium must have the prior written approval of the South Florida Water Management District in order to be effective and binding.

6.4 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer do not require a certificate. An amendment of the Declaration is effective when the applicable certificate and/or amendment is properly recorded in the public records of the County.

6.5 Limitation. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.6 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Section 7: Maintenance and Repairs

7.1 Responsibility for the operation, maintenance, repair and replacement of the Condominium Property is as follows:

(a) Common Elements. The Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following:

(i) all drainage and stormwater management systems, private streets and adjacent drainage;

DR3093 PG3743

(ii) all water, sewer and wastewater lines, systems and piping serving the Units of the Condominium;

(iii) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property;

(iv) all buffer zones located on the Condominium Property as defined in the Development Order;

(v) any gated entrances to the Condominium Property and all matters associated therewith;

(vi) all portions of any landscaping islands located at the entrance to the Condominium Property (regardless of whether all or a portion of any such islands are located within the Condominium Property); and

(vii) all of the buffer areas, open space, wetland areas, and lakes located within the Condominium.

However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements surrounding such Unit, as shown on the Condominium Plat, in accordance with Section 3.3 herein or as otherwise contemplated herein. All buffer zones shall be maintained by the Association pursuant to the Development Order.

(b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all landscaping, sprinkling systems, and lawn and grass areas therein, and all water and wastewater lines and piping located within or below the foundation of the Dwelling or other improvements or otherwise lying beneath or within the Unit, except as otherwise stated in sub-paragraph (ii) below. The costs of the aforementioned maintenance shall constitute Common Expenses.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, including the Dwelling or improvement, which is not to be maintained by the Association pursuant to subparagraph (b)(i) of this section, including, but not limited to the following:

(A) The entire Dwelling or other improvement located within a Unit, including, without limitation, exterior walls, interior walls, roofs (including any portions of same which overhang any portion of the Common Elements), supports and foundations;

(B) All exterior doors, windows and screens of any permitted improvement, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Dwellings within Units of the Condominium;

(C) Exterior paint of all wall and door surfaces;

(D) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

DR3093 P63744

(E) All built-in shelves, cabinets, counters, storage areas and closets;

(F) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within or serving the Dwelling or other improvement;

(G) All bathroom fixtures, equipment and apparatuses;

(H) All electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Dwelling or other improvement, and all electric lines between the Dwelling or other improvement and its individual service panel or meter;

(I) All interior doors, non-load-bearing walls, partitions, and room dividers;

(J) All furniture, furnishings and personal property contained within the respective Dwelling or other improvement;

(K) If applicable, all of the area of the Unit encompassed within and below the surface of the screened enclosure which contains a pool and/or spa constructed and erected by a Unit Owner in accordance with Section 3.4 herein. Such maintenance shall include all landscaping installed by the Unit Owner contained within such screened enclosure;

(L) If applicable, all piping located beneath the surface of the Unit which has been installed by the Unit Owner in connection with the Unit Owner's construction of a pool and/or spa; and

(M) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of Section 7.1 herein, all exterior painting and all architectural or structural modifications to the exterior of the Dwelling must be approved in writing by the Board, or a committee designated by the Board and headed by an officer of the Association, prior to commencement of such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association shall promulgate rules and regulations in accordance with the foregoing.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$5,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital

OR3093 P63745