

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BRENTWOOD MANORS AT SUNRISE, PHASE II

THIS DECLARATION, made in the date hereinafter set forth by LARJIM MANAGEMENT CORPORATION, a Florida corporation, and MH INDUSTRIES, INC., a Florida corporation, hereinafter referred to as "Declarant".

W I T N E S E T H:

WHEREAS, Declarant is the owner of certain property in the City of Sunrise, in the County of Broward, in the State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, in order to develop the real property described in Exhibit "A" into a planned residential community and preserve the values and amenities of such community, it is necessary to declare and subject such real property to certain land use covenants, restrictions, reservations, conditions, regulations, burdens and liens, and to delegate and to assign to a corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Declarant hereby declares that the real property described in Exhibit "A" annexed hereto shall be held, sold and conveyed subject to the following easements, covenants, restrictions, reservations, conditions, regulations, burdens and liens as set forth in this Declaration and the provisions of this Declaration shall be a covenant running with the land described in Exhibit "A" and shall be binding on all parties having any right, title or interest in the real property described in Exhibit "A" or any part thereof, their heirs, successors and assigns, and shall inure to the property of each owner hereof.

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to BRENTWOOD MANORS PHASE II HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot and residence constructed thereon which is a part of the Properties, including contract sellers, but excluding those which have such interest merely as security for the performance of an obligation.

Section 3. "Property", "Properties" or "Subdivision" shall mean and refer to that certain real property described in Exhibit A attached hereto.

Section 4. "Common Area" shall mean all the real and personal property owned by or to be owned by or leased by the Association for the common use and enjoyment of the owners of lots and which common area is legally described in Exhibit A hereto.

Section 5. "Lot" or "Lots" shall mean and refer to those certain seventy two (72) parcels of property which are referred to by lot number and building number as shown and legally described in Exhibit A hereto, and which are improved or intended to be improved by Declarant within a residence and conveyed or intended to be conveyed by Declarant.

Section 6. "Unit" shall mean and refer to any residential unit located within the land described in Exhibit A.

Section 7. "Declarant" shall mean and refer to LARJIN MANAGEMENT CORPORATION and MH INDUSTRIES, INC., Florida corporations, its successors and assigns, if such successors and assigns should acquire more than one (1) undeveloped lot from the Declarant for the purpose of development.

Section 8. "Common Area" shall mean and refer to all of the land described in Exhibit A attached hereto and made a part hereof.

Section 9. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance company or Union Pension Fund authorized to do business in the United States of America, and Agency of the United States Government, a real estate or mortgage investment trust, or a lender generally recognized in the community as an Institutional type lender, and shall include all Federal Housing Administration insured mortgages and all Veterans Administration insured mortgages.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment 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 title to every Unit and Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and the right and easement of enjoyment in and to the Common Area by any Owner, and for any period during which any assessment against his Unit or Lot remains unpaid, and for a period not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by the holders of two-thirds (2/3) of the votes of the membership agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment of the Common Area to the members of his family, his guests, his invitees, or his tenants.

ARTICLE III

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Each Lot Owner shall be a member of the Association. There shall be one (1) person, with respect to each Lot Ownership, who shall be entitled to vote at any meeting of the Lot Owners – such persons shall be known (and is hereinafter referred to as "voting Member"). If a Lot is owned by more than one (1) person, the Owners of said Lot shall designate one of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. The designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of Lots and each Lot shall have no more and no less than one (1) equal vote in the

Association. If one individual owns two (2) Lots, he shall have two votes. The vote of a Lot is not divisible. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association and said membership is to be vested in the transferee.

Notwithstanding the foregoing, until such time as Declarant conveys ninety (90%) percent of the Lots, exclusive of conveyances, to entities related to the Declarant or sooner elects to transfer control to the aforementioned members of the Association or January 1, 1985, whichever shall first occur, the Declarant shall have the sole and exclusive control over all the affairs and other matters of the Association and the Declarant shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of control as aforesaid, all members of the Association, other than the Declarant, shall have a non-voting membership in the Association.

ARTICLE IV

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Declarant for each Lot owned within the Subdivision hereby covenants and each Unit or Lot Owner by acceptance of a deed thereon, is deemed to

covenant and agrees to pay to the Association: (1) Annual assessments or charges;

(2) Special assessments for capital improvements or other matters; (3) Special

Assessments for maintenance of the Common Areas and any improvements thereon, such assessments to be established and collected as hereinafter provided and are to be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subdivision and for the maintenance of the Common Area subject to the limitations in Article IX. The above shall be subject to the provisions of Article IX herein below.

Section 2. Monthly Maintenance. The Board of Directors of the Association shall maintain, repair, replace and care for the common area and all improvements thereto and shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The expenses of the Association are those expenses as determined by the Board of Directors. The annual assessment for regular expenses shall be determined by the Board of Directors based upon an estimated annual budget which shall be prepared not more than sixty (60) days and not less than thirty (30) days prior to the fiscal year commencement. The Association shall be on a fiscal year basis or otherwise as determined by the Board of Directors of the Association. Assessments shall be payable monthly in advance as determined by the Board of Directors and shall be due in the first day of the applicable month in advance, unless otherwise ordered by the Board of Directors. Expenses shall be shared by all of the lots

on an equal basis. Each Lot shall commence sharing its share of the Association expenses commencing on the 1st day of the month following the date of conveyance of such Lot from the Declarant to the first grantee thereof.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the total membership of the Association at a meeting duly called for this purpose.

Section 4. Special Assessment for Repairs, etc. In order to assure that the Subdivision will be maintained as a community of high standards, quality and beauty, each Unit or Lot Owner is required to maintain the exterior of this Unit or their home as the case may be, and yard area in such manner so as to prevent the same from falling from a state of disrepair. The maintenance shall include, but not be limited to, painting of the roof and exterior walls, moving fertilizing and spraying of lawns, and the replacement of dead sod. If, in the opinion of the Board, the Owner shall fail to maintain the home and lawn as provided herein, the Board is authorized to contract to have the necessary repairs and/or maintenance done to the home, after giving said Owner thirty (30) days written notice to do the necessary repairs and/or maintenance and the cost thereof shall constitute a special assessment and lien against the Lot. The first yearly annual assessment shall be in the sum of \$420.00, payable monthly at the rate of \$35.00 per month, on the first day of each and every month.

Section 5. Costs of collection of Assessments. Each assessment, whether annual or special, shall be due and payable on such dates as are prescribed by the Board of Directors. Until otherwise set by the Board, annual assessments shall be due on the first day of each calendar quarter of each year. Any assessment not paid on or before ten (10) days from the due date shall bear interest at the rate of ten (10%) percent per annum until paid, and, in addition, may be assessed a late charge of Twenty-five (\$25.00) Dollars as determined by the Association. In the event that the Association shall have to resort to legal means in order to collect any delinquent assessments, the Lot Owner shall in addition to the Assessments, interest and late fee, also be liable for any costs, collection fees and/or reasonable attorneys' fees incurred by the Association in collecting such assessments.

Section 6. Lien in Favor of the Association. The Association shall have a lien on each Unit and Lot in the Subdivision for any unpaid assessment made by the Association for the purpose of permitting the Association to perform the several services and obligations conferred upon it under this Article IV. Said lien shall also secure interest, late fees, costs, collection fees and/or reasonable attorneys' fees incurred by the Association incident to the collection of such unpaid assessment or enforcement of

such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of lien stating the description of the Unit or Lot, the name of the record owner, the amount due and due when due and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten (10%) percent per annum from the date of recording until paid. Except for interest and attorneys' fees, such claims of lien shall include only the unpaid assessments which are due and payable to the Association when the claim of lien is recorded. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage in favor of an institutional mortgagee or other lien recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the Association, in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the Owner shall be required to pay a reasonable rental for the Unit or Lot, and the Association shall be entitled to the appointment of a receiver to collect the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing same.

Section 7. Written Notice of Meeting. Written notice of any meeting called for the purpose of taking any action authorized in Article IV, Sections 2 and 3, shall be sent to all members not less than fifteen (15) days, nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all of the votes of the membership shall constitute a quorum. If the required quorum is present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 8. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 9. Uniform Rate of Assessment. The Board of Directors of the Association after the determination of the estimated annual budget for the Association shall give written notice of the annual assessment as contained in such estimated annual budget to every owner and furnish each Owner a copy of the estimated annual budget. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified unit or lot have been paid.

ARTICLE V

ARCHITECTURAL CONTROL

(MAINTENANCE STANDARDS COMMITTEE)

No building, wall, or other structure or improvement of any nature shall be erected, placed or altered within the Properties until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee, except that this provision and any other provision of this Declaration requiring the approval of the Architectural Control Committee shall not apply to the Declarant. Each building, wall or other structures improvement of any nature shall be erected, placed or altered upon the property only in accordance with the plan and specifications and plot plan so approved. Refusal of approval of plans and specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of said Architectural Control Committee is deemed sufficient. The Architectural Control Committee shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this Paragraph. The Architectural Control Committee (the Maintenance Standards Committee) shall be composed of the Board of Directors of the Association or may be a committee appointed by the Board of Directors of the Association. The composition of said Committee shall not be changed except with the express written consent of the Declarant, unless the Declarant waives its right to consent in writing. A majority of the Committee may, however, designate a representative to act for it, and in the event of the death or resignation of any member of the Committee, the Board of Directors of the Association shall designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this Declaration. Should any Lot Owner desire to change the exterior color or treatment of any improvement, building, wall or structure of any nature on any Lot, the Lot Owner shall first obtain the written consent of the Architectural Control Committee.

Any requests for approval by the Committee shall be submitted in writing and shall include a graphic description of the proposed structure, improvements, landscaping, etc., and shall be accompanied by a non-refundable submittal fee in accordance with the schedule promulgated by the Committee, but in no event shall such fee exceed \$50.00 and such fee shall be payable to the Association.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law, or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and shall have the right, if they shall prevail in such action, to recover all costs and reasonable attorneys' fees incurred in connection with the

bringing of any such action. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions contained in this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for a successive period of ten (10) years. This Declaration may be amended during the first twenty (20) years by an instrument signed by not less than 51% of the Owners, and thereafter by an instrument signed by not less than 51% of the Owners. Any amendment shall be recorded among the Public Records of Broward County, Florida. Notwithstanding anything to the contrary herein, the membership and method of appointment to the Architectural Control Committee shall not be changed without the written consent of the Declarant, unless the Declarant waives in writing its rights of consent. No amendment shall be made which would materially adversely affect the rights of any institutional mortgagee without said institutional mortgagee's prior written approval.

Section 4. F.H.A. and/or V.A. APPROVAL. As long as there is control of the developer in the Association (until 90% of the units are sold), the following actions will require prior approval of the F.H.A. and/or V.A.

- a) Annexation of additional properties.
- b) Dedication of any or all of the Common Area.
- c) Any amendment to this Declaration of Covenants,
Conditions and Restrictions.

ARTICLE VII

SPECIFIC PROVISIONS

All of the following shall apply to an Owner of any Unit of Lot, as may be appropriate:

Section 1. Land Use. No Lot shall be used except for residential purposes.

Section 2. Changes in Landscaping and Construction of Fences. Without the approval of the Architectural Control Committee referred to in Article V, no Owner may do any of the following: Remove or change the configuration of any trees or underbrush, add or remove any sod, or construct or remove any fence.

Section 3. Easements. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible. Any sidewalks or bicycle paths installed by Declarant or its contractors when the original buildings were constructed shall be considered a permanent easement for access. All paved roads constructed by the Declarant shall be utilized in common with all Owners residing upon any lands included within the Common Area. The expense for maintaining said roadway shall be shared among residents within the Village as determined by the Board of Directors of the Association on an equal basis. The Declarant hereby reserves the right and the Association is hereby granted the right to grant such additional easements as they, jointly or severally, in their sole discretion deem necessary for the installation and maintenance of utility and drainage facilities, and for such other purposes as they, jointly or severally, may determine, over, across, through and under the common areas and Lots, provided such easement shall not interfere with the use and enjoyment of any Lot.

Section 4. Nuisances. No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack barn or other out building shall be used within the Properties at any time as a residence either temporarily or permanently, except for the use of construction trailers or offices by Declarant during construction.

Section 6. Signs. Other than signs used by the Declarant during the construction and sales period, no sign of any kind shall be displayed to the public view, except for a name plat and/or address sign not to exceed 1-1/2 square feet in size.

Section 7. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

Section 8. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 9. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers, and trailers of every other description, shall be permitted to be parked or to be stored at any place in this Subdivision except during periods of approved construction. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick-up, delivery and other commercial vehicles.

Section 10. Radio and T.V. Antennas. Exterior or exposed radio or television antennas may be permitted on the Lots provided the prior written consent of the Architectural Control Committee is obtained as to the type and size of the antenna and the type and manner of the installation thereof.

Section 11. Common Area. Declarant shall convey to the Association the Common Area described in Exhibit A which conveyance shall occur on or before December 31, 1981.

Section 12. Docks. No docks, boat houses or any like structure of any type or nature shall be constructed on any Lot or on any portion of a canal abutting a Lot or the Common Area.

Section 13. Rules and Regulations.

a) The Board of Directors shall have the authority to promulgate rules and regulations as to the Common Area and Lots as contemplated in this Declaration which rules and regulations shall be for the general health, welfare and safety of the Lot Owners, their families, guests, invitees and occupants of the Lots.

b) The Board of Directors shall have the authority to promulgate rules and regulations as to vehicular and other parking on the common areas and the lots as they deem at their discretion. Vehicles shall be parked as said Board determines. Certain lots contain guest parking spaces which are designated as such on Exhibit "A". Notwithstanding the foregoing, additional guest parking spaces may be designated on other lots and on the common area as determined by said Board and said guest parking

spaces, as well as all parking, shall be used as determined and regulated by the Board of Directors of the Association.

Section 14. Dwelling Costs, Quality and Size. No dwelling shall be permitted on any Lot at a cost of less than \$18.00 per square foot, exclusive of porches, nor less than a total value of \$40,000.00 per house, including land based upon cost levels prevailing on the day these presents are recorded, it being the intention and the purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date which these covenants are recorded, at the minimum cost stated herein for the maximum permitted dwelling size, The ground and floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1100 square feet for a one-story building and 800 square feet for a two-story building.

Section 15. Building Locations. No building shall be located on any Lot except within permissible building limits as approved by the City of Sunrise and County of Broward Building & Zoning Department. For the purpose of this covenants, steps, wing walls and eaves or overhangs shall not be considered part of the building, provided, however, that this shall not be construed to permit any portion of a building of a Lot to encroach upon another Lot, excepting therefore the limitations as to party walls as applicable to Townhouses and second story overhangs and eaves as applicable in Townhouses where the eave encroaches over the adjoining building. Any screened swimming pool enclosure must come within the permissible building area.

Section 16. Livestock, Poultry & Leash Law. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dogs, cats, or other household pets can be allowed to roam free in the development, but are to be kept in and on each owner's property, unless same are on a leash.

Section 17. Exterior Maintenance.

Sub-Section 1. ACCESS: The owner of any cluster lot or townhouse lot, containing thereon a one-family dwelling where any exterior wall of said dwelling, or any roof or roof overhang of said dwelling, lies on the Lot line, or so near to an adjoining Lot, shall have the right, at all times, upon giving to the adjoining Lot owner, twenty-four (24) hours written notice, to free and uninterrupted access over adjoining Lots or the units situate on said adjoining Lots for purposes of repairs to said walls, roof or overhang. It shall be expressly understood that the owner shall assume full responsibility to the adjoining Lot owner for any and all damages which he may cause in affecting said repairs, and the adjoining Lot owner or Lot owners, or any of them, shall have the right to proceed at law or in equity to compel said repairs to be effected forthwith.

Sub-Section 2. Maintenance. In the event an owner of any Lot in the properties shall fail to maintain the premises, and the improvements situated thereon, in a manner satisfactory to the Board of Directors, the Association, after approval of a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings, and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

Section 18. Parking and Parking Rights. Ownership of each Lot shall entitle the owner or owners thereof to the use of not more than two (2) automobile parking spaces which shall be as near and convenient to said Lot as reasonably possible, together with the right of ingress and egress in and upon said parking space. The Association shall permanently assign two (2) vehicle parking spaces for each dwelling and shall bear the responsibility for the maintenance thereof.

Section 19. Wells and Septic Tanks. No individual wells will be permitted on any Lot within this subdivision except for irrigation, swimming pools and air conditioning, and no individual septic tanks will be permitted on any Lot with the subdivision. This restriction shall be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said subdivision, in accordance with the standard requirements as provided for by the Federal Housing Administration and the State Board of Health Regulations, and the charge for said services, as set forth in the Rate Schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

ARTICLE VIII

OPERATION AND MAINTENANCE:

LIEN FOR COSTS, ETC.

The owner of each Lot or Unit in the Subdivision is hereby made liable to the Association and/or the Declarant, its successors or assigns for a pro rata share of the actual costs (including taxes and insurance) of the operating expenses and maintenance and repair of the following improvements which may be located upon the Properties:

- (1) Common Area;
- (2) Private roadways within the Common Area or private roadways which are located on a portion of a Lot;
- (3) Sprinkler system serving the Common Area, if any;
- (4) Street lighting, if any;
- (5) All betterments of any type and nature.

ARTICLE IX

PRIVATE ROADS

Section 1. Definition. The words 'Private Road' mean and refer to all roadways within the Common Area or upon a Lot or Lots as may be constructed from time to time within the Properties and which are not dedicated to public use, and which are reserved hereby for the use and benefit of the present and future Owners, in order to provide a permanent means of vehicular and pedestrian ingress and egress to each and every portion of the Properties.

Section 2. Use Restrictions. The Private Roads shall only be used as streets or thoroughfares for the purpose of serving and providing the present and future Owners with a means of ingress and egress over the Private Roads and paving or such other street improvement, as may be

constructed and maintained in, to, over, upon and under said Private Roads, which shall include the construction and installation of such lines, mains and other facilities as may be permitted under any easement or necessary to furnish utility services. The Private Roads may also be used by the families, guest, invitees, employees or other authorized agents of the Owners.

Section 3. Maintenance and Repair. The Private Roads located on the easements reserved hereby shall be maintained and repaired by the Association for the use and benefit of all the present and future Owner or Owners although the Association shall contract in its own name for the maintenance and repair of said Private Roads, and said Private Roads shall be at all times kept and maintained by the Association in a state of good condition and repair.

Section 4. Easement. That the Declarant by its execution of this Declaration hereby grants and shall be deemed to have granted to the Association, its members and Owners of Lots and the occupants of the Units on the Lots and the family, guests, invitees, and employees of Lot Owners, a vehicular and pedestrian easement over, through and across the private roads constructed within the Property whether such private roads are located on the Common Area or on a Lot or Lots. Said private roads are designated as egress-ingress easements on Exhibit A attached hereto. As provided herein, portions of Lots are subject to ingress/egress easements, i.e. private roads as described and defined in this Article.

ARTICLE X

MASTER T.V. ANTENNA

The Association shall have the option of installing a series of central V.V. antennas within the Project. The cost of operating and maintaining the system will be an expense of the Association. In the event the Association exercises its option of installing a series of central T.V. antennas, or one single antenna, within the Project, the Association shall have the right of providing electrical power to each T.V. antenna by drawing power from any one of the Units within the Project. The Association shall reimburse the Owner of said Unit for the cost of the power drawn from the Unit to be based upon an estimate of an electrical engineer. The credit as determined shall be deducted from the maintenance assessment required to be paid by said Unit Owner to the Association. The Unit from which power is drawn may be changed from time to time as required in order to facilitate the installation of the master T.V. antenna. The credit for power drawn shall also be amended from time to time in accordance with any changes in the charge for electricity.

ARTICLE XI

PARTY WALLS

Where a common wall is located between Units and such wall is located on the lot line between such Units, such wall is hereby declared to be a party wall. It shall be the joint responsibility of the Owners of Units which are separated by a party wall to maintain the common party wall. In connection therewith, neither Owner shall do any act or allow any omission, the effect of which is to damage or destroy said party wall. Each Owner of a Unit whose Unit is separated from another Unit by a party wall owes an affirmative duty to the other Owner whose Unit is bounded by such party wall and the Association to protect the wall from damage or abuse, and in the event of damage or destruction caused by the fault or negligence of a Unit Owner, such Owner shall be solely responsible for the repair, replacement and/or rebuilding of such party wall. In the event of damage or destruction of such party

wall by fire or other casualty, which is not the result of negligence by a Unit Owner, each Owner who makes use of such party wall shall be responsible for the repair and rebuilding of such party wall and each Unit Owner shall share equally in the cost of repair and rebuilding. Where Unit Owners fail to timely repair or rebuild a party wall, the Association shall have the right, but not the obligation, to act on behalf of such Unit Owners in making such repairs to the party wall or rebuilding the party wall and the cost of such repairs or rebuilding shall be a charge against the Unit Owner or Unit Owners responsible for such repair or rebuilding hereunder and the Association shall have a lien against the applicable Lot or Lots for any sums expended by the Association hereunder.

Any and all repairs or reconstruction of a party wall shall be done in a substantial and workmanlike manner and shall restore the party wall to as near as possible to its original condition and such repair, restoration or rebuilding shall conform, in all respects, to the laws regulating the construction, restoration, repair or rebuilding in force at the time such work is performed.

As hereinabove provided, any expenditures made by the Association in connection with the enforcement of the provisions in this Article or in the repair, restoration or rebuilding of a party wall, shall be secured by a lien upon the applicable Lot or Lots in accordance with Article IV of this Declaration.

ARTICLE XII

RESTRICTIONS IN UNIFORM

These restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the sub divider may execute and deliver conveying land in this subdivision, whether or not specific mention of the restrictions is made in such deeds or other instruments of conveyance. The owner or occupant to each and every Lot or parcel of land in the subdivision, by acceptance of title thereto, or by taking of land in the subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors and assigns, that he will comply with and abide by each of the restrictions contained in this Declaration of Restrictions, and that he will exert his best efforts to keep and maintain the land in this subdivision as an area of high standard.

ARTICLE XIII

REMEDIES FOR VIOLATIONS

In the event of a violation or breach of any of these restrictions, by any person or concern claiming by, through or under the "Declarant", or by virtue of any judicial proceedings, the Association and the Lot owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof, or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or conditions contained in the Declaration, however long contained, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any Court of any one of the restrictions in this Declaration contained, shall in no way affect any of the other restrictions, covenants or conditions, but they shall remain in full force and effect.

As hereinabove provided, any expenditures made by the Association in connection with the enforcement of the provisions of this Article, or in the repair, restoration or rebuilding of a party wall,

shall be secured by a lien upon the applicable Lot or Lots in accordance with Article IV of this Declaration.

ARTICLE XIV

ARTICLES OF INCORPORATION AND BY-LAWS

The Articles of Incorporation and By-Laws for BRENTWOOD MANORS PHASE II HOMEOWNERS ASSOCIACION, INC. are attached hereto as Exhibits 1 and 2 respectively.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed by its duly elected officers and its corporate seal affixed the day and year first above written.

Signed, Sealed and Delivered LARJIM MANAGEMENT CORPORATION

IN THE Presence of:

_____ By: _____ (SEAL)
President (There appears one signature)

_____ By: _____ (SEAL)
Secretary (There appears one signature)

MH INDUSTRIES, INC.

_____ BY: _____ (SEAL)
President (There appears one signature)

_____ BY: _____ (SEAL)

STATE OF FLORIDA)

) SS:

COUNTY OF DADE)

BEFORE ME, an officer duly authorized in the State and County aforesaid to take acknowledgement, personally appeared Lawrence A. Gordon and James Gleason and Max Hugel known to me to be the individuals described in and who executed the foregoing instrument as Presidents and Secretary, of the above named LARJIM MANAGEMENT CORPORATION and MH INDUSTRIES, INC. and severally acknowledged to and before me that they executed such instrument as Presidents and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 15 day of April, 1982.

