

Prepared by and Return to:  
Joseph D. Farish, Jr., Esquire  
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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS

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**MAYA ESTATES**

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**Declaration of Covenants, Conditions, Restrictions**  
**Easements, Charges and Liens**

Declaration made as of this 2nd day of August, 2005 by **MAYA ESTATES, LLC**, a Florida limited liability company, its successors and/or assigns, with principal offices at 316 Banyan Blvd., West Palm Beach, Florida 33401, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of real property in Exhibit A attached to this Declaration which he proposes to develop as a residential development to be known as MAYA ESTATES; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Development and for the maintenance of the Common Properties and, to this end, desires to subject the real proper described in said Exhibit A to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, all of which are for the benefit of said real property and each present and future Owner of portions thereof; and

WHEREAS, it is desirable for the efficient preservation of the values and amenities in the Development to create an entity to which should be delegated and assigned the powers of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and other matter contained herein, and collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, MAYA ESTATES HOMEOWNERS ASSOCIATION, INC. has been organized under the Not-for-Profit Corporation Laws of the State of Florida for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Declarant, for it, its successors and assigns, declares that the real property described in Exhibit A attached hereto is and shall be held, transferred, sold, maintained, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometime referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE 1. DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration, unless the context otherwise prohibits, shall have the meanings set forth below:

1.01 "Association" shall mean and refer to MAYA ESTATES HOMEOWNERS ASSOCIATION, INC. a Florida Not-For-Profit corporation.

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

1.03 "Buildings" shall mean and refer to residential buildings, and appurtenant structures.

1.04 "Declarant" shall mean and refer to MAYA ESTATES, LLC, it's successors and such of it's assigns as to which or whom the rights of Declarant are specifically assigned in an instrument recorded among the Public Records of Martin County, Florida.

1.05 "Development" shall mean MAYA ESTATES, a development to be constructed on the real property.

1.06 "Lot" shall mean those Lots as depicted and shown on any recorded plat subjected to the terms of this Declaration, as may be amended from time to time.

1.07 "Master Common Properties" or "Common Properties" shall mean and refer to those portions of The Property devoted to the common use and enjoyment of all Owners which are now or hereafter declared as such Master Common Properties or Common Properties.

1.08 "Member" shall mean and refer to those persons who are members of the Association.

1.09 "Owner" shall mean and refer to the record owners of fee simple title to any property (including the Declarant with respect to property). Every record owner shall be treated for all purposes as a single Owner for each property owned, irrespective of whether such ownership is joint, in common or a tenancy by the entirety, or other entity, i.e. corporate, trust, and the like.

1.10 "The Property" shall mean and refer to all real property which is or may become subject to this Declaration. The legal description of the real property which currently constitutes The property is set forth in Exhibit A attached hereto.

## ARTICLE 2. SUBJECT TO THIS DECLARATION

2.01 The Property. The real property which is and shall be held, transferred, sold, conveyed, maintained, occupied, and used subject to this Declaration is all that certain parcel of land situate, lying and being in Martin County, Florida, more particularly described in Exhibit A hereto attached, as may be amended by Declarant.

2.02 Additions to The Property. The Declarant shall have the right, but shall be under no obligation, to bring within the scope of this Declaration such additional real property, including without limitation the described in Exhibit A attached hereto, as it, in its sole discretion, shall deem appropriate. The additions authorized by this paragraph may be made by the Declarant without the consent of the Association, Members, any Owner or any other person or entity, by recording among the Public Records of Martin County, Florida, a Supplemental Declaration(s) of Covenants, Conditions, Restrictions, Easements, Charges and Liens with respect to the additional property which shall extend the scope of the terms, covenants, restrictions, easements, charges and liens of this Declaration of such .

2.03 Supplemental Declaration(s). Such Supplemental Declarations(s) may contain such additions and modifications of this Declaration as may be deemed necessary by Declarant in its sole discretion, to reflect the different character, if any, of the additional properties which are the subject of such Supplemental Declaration as are not inconsistent with the purposes of this Declaration. Further, such Supplemental Declarations may contain provisions relating to such portion of The Property, and/or such additional, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the development of such properties and pertaining to all or part of such portion and/or such additional properties to the exclusion of other portions of The Property.

2.04 Proposed Facilities and Improvements. The facilities and improvements depicted on the maps included in Exhibit A are proposed and Declarant does not guarantee that they will be built as proposed or that any of such facilities and improvements will in fact be built. So long as Declarant controls Association, Declarant reserves the right to change the configuration and nature of the proposed facilities and improvements without the consent or prior approval of any present or future Owners of The Property.

2.05 Amendment to Article 2. The provisions of this Article 2 may not be amended without the written consent of the Declarant.

### ARTICLE 3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.

3.01 Each Lot owner shall be considered a Member of the Association. If an owner owns more than one (1) lot, each Lot shall carry one (1) vote.

3.02 Multiple Ownership. Where more than one person or entity shall at any time be the Owner of a Unit subject to a membership interest, the vote attributed to such Unit shall be exercised as such Owners mutually determine as evidenced by a certificate designating the voting Member executed by such multiple owners and filed with the Association. In the event that a certificate is not filed with the Association prior to the meeting at which a vote of Members is to occur, such multiple-owned Unit shall not be entitled to vote on any matter at such meeting.

3.03 Increases in Membership Interests. In the event additional property is brought within the scope of this Declaration, the number of membership interests shall be increased by one (1) interest for each additional Lot brought into the Association.

3.04 Board of Directors

3.04.1 The Board of Directors shall consist of not less than three (3) nor more than five (5) directors. There shall be three (3) directors initially.

3.04.2 The Articles of Incorporation or Bylaws of the Association shall provide for cumulative voting solely for purposes of election of directors. Each director shall serve for a term of two (2) years, and after the first election of directors, no more than one-third of the directors shall be elected in any one year. As such, the Declarant may, at its discretion, provide for staggered terms for the initial directors.

3.04.3 The first election of director shall take place within 60 days after the Declarant owns no membership interests, provided that Declarant, in its sole discretion, may permit Members, other than Declarant, to elect directors while the Declarant still owns membership interest.

3.05 Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Association shall be as is provided in the Articles of Incorporation or Bylaws of the Association except as is otherwise specifically provided in this Declaration. In all events, except those matters which are reserved to Declarant, a quorum shall consist of Fifty Percent (50%) of owners of lots, as defined herein.

3.06 Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy as provided in the Bylaws of the Association.

ARTICLE 4. RIGHTS IN THE PROPERTIES

4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.04 and other limitations set forth herein, every Member shall have a right and easement of use and enjoyment in and to the Master Common Properties.

4.02 Title to Master Common Properties. Declarant shall convey to the association title to the Master Common Properties with all improvements thereto in an "as is" condition. The following covenants, which shall be deemed to run with the land, shall be binding upon the Association, its successors and assigns, but in order to preserve and enhance the value of amenities of development, the Master Common Properties and all facilities now or hereafter built or installed thereon shall be at all times maintained in good repair and condition and shall be operated in accordance with high standards, as designated from time to time by Declarant.

4.03 Title to Additional Common Properties. From time to time Declarant shall have the right, but not the obligation, to convey to the Association title to additional Common Properties, if any, subject only to the condition that such properties shall be subject to covenants set forth herein.

4.05 Extent of Members' Easements. The right and easement of use and enjoyment created hereby shall be subject to the following:

4.05.1 The right of the Association to suspend the use and enjoyment rights of any Member in and to the recreational facilities of the Association, if any, for any period during which any Assessment imposed by the Association remains unpaid and for any period exceeding thirty (30) days for an infraction of its published rules and regulations;

4.05.2 Subject to the provisions of Section 4.02 above as to private roadways as are depicted on any plat subject to this Declaration, the right of the Association to dedicate or transfer all or any part of the Master Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless as to the purposes or as to the conditions thereof, shall be effective unless 66 2/3% of the eligible votes shall be cast in favor thereof at a meeting of the Members called for such purpose or unless an instrument signed by Members entitled to cast 66 2/3% of the eligible votes has been recorded among the Public Records of Palm Beach County, Florida, agreeing to such dedication, transfer, purpose or condition and unless written notice of such proposed action is sent to every Member at least ninety (90) days in advance of any action taken.

4.05.3 The right of the Declarant and the Association, as to property owned by either of them, to grant and reserve easements and rights-of-way in, through, under, over and across The Property for the installation, maintenance, repair and inspection of transmissions lines and appurtenances for public or private water, sanitary or storm sewer, drainage, cable television and other utilities in connection with Declarant's development of The Property and the construction of Buildings and other improvements on The Property, the sale of Units, and the Association's performance of its duties and obligations.

#### ARTICLE 5. COVENANT FOR MAINTENANCE ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation. Each owner shall be deemed to covenant and agree to pay the Association, such Association Assessments, periodic or special, such are fixed by the Association Board of Directors, and assessed against Members as hereinafter provided. All sums assessed by the Association, but unpaid, together with such interest thereon as hereinafter provided shall be a charge against said properties as applicable and shall be continually applicable and upon any portion of The Property owned by such Member against which each such Assessment is made. Each such Assessment, together with interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons who are the Owner of such at the time that the Assessment becomes due and payable.

5.02 Purpose of the Assessment. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in The Property for services and facilities devoted to this purpose and related to the use and enjoyment of the Master Common Properties including, without limiting the foregoing, the payment of taxes (if any), and insurance thereon and repair, replacement and additions thereto and the cost of labor, equipment, materials, services, security systems, management and supervision thereof.

5.03 Assessments. The Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of the Association (excluding items of expense limited to individual Owners therein) and shall send a copy of the budgets and any supplement to the budgets to each Member prior to assessing the Members thereon. The Board shall determine the total amount required, including the operational items such as insurance, total amount required, including the operational items such as insurance, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual requirements and any supplemental requirements shall be allocated between, assessed to and paid by, the Members based upon a formula equal to the number of total acres owned by each Member as a percentage of the total acres (other than "Common Properties" or "Master Common Properties") within the Development, including any plats now or later subject to the terms of this Declaration.

5.03.1 Separate books and records shall be maintained by the Association pertaining to expenses, budget and Assessments for the Common Properties. Unless otherwise set forth herein, an Association Assessment shall be levied against all Members of the Association to cover expenses attributable to Common Properties.

5.04 Due Dates; Duties of the Board of Directors. All Assessments shall be payable quarterly, thirty (30) days in advance of the first day of each calendar quarter or on such other basis as is determined by the Board of Directors. The Board of Directors shall fix the date of commencement and the amount of the Assessment against each Lot and shall prepare a roster of the Assessments applicable thereto with shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours. Upon the written request of a Member or his mortgagee, the Board shall promptly furnish such Member or his mortgagee with a written statement of the unpaid charges (Assessments or otherwise) due from such Member. The commencement date for the imposition of the first Assessment shall be determined by the Declarant.

5.05 Special Assessments. From time to time, if the Board of Directors deems it necessary to impose Special Assessments, as defined in the Bylaws attached hereto, including any amendments thereto, or as required by Florida Statute, it shall be authorized to do so, provided:

5.05.1 The Board approves such Special Assessment by a vote of not less than two-thirds (2/3) of the Board.



5.05.2 Written notice of the meeting at which the Board will consider such Special Assessment is furnished to each Member no less than fifteen (15) days prior to such meeting, and such notice specifies the date, time and place of the meeting, the nature and amount of the proposed Special Assessment, and the reasons requiring its imposition.

If approved, the Special Assessment shall be due and payable as determined by the Board and shall be subject to all other provisions of this Article 5.

5.06 Effect of Non-Payment of Assessment; the Personal Obligation of the Member; The Lien; Remedies of the Association. If an Assessment is not paid on the date when due as fixed by the Board of Directors, then such Assessment shall become delinquent and shall, together with interest thereon, late charges and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Member's Property including the Member's Lot and all improvements thereon. (the "Member's Property"). Such lien, after recordation thereof among the Public Records of Martin County, Florida, shall be prior to all other liens except the following as to which such lien shall be subordinate and inferior:

5.06.1 Tax or assessment liens of the taxing subdivision of any governmental authority including but not limited to State, County, Municipal and School District taxing agencies.

5.07 Remedies. If any Assessment is not paid within ten (10) days after its due date, the Assessment shall bear interest from the date thereof at the maximum permissible rate in the State of Florida, a late charge of \$50.00 shall become due, together with all costs of collection, including reasonable attorneys fees (whether or not suit is filed), and the Association may bring an action at law against the Member or former Member personally obligated to pay the same and/or to foreclose the lien against the Member's Property. Once such action(s) is filed, there shall be added to the amount of such Assessment all costs of such action. In the event a judgment is obtained by the Association, such judgment shall include interest on the Assessment as above provided and reasonable attorney's fees (in trial and appellate courts) to be fixed by the court together with all costs of the action and the aforesaid late charge.

5.08 Sale, Lease or Other Transfers

5.08.1 Any property may be sold, leased, conveyed or otherwise transferred by a Member free of any restrictions except that no Member shall convey, mortgage, pledge, hypothecate, sell or lease his property unless and until all unpaid Assessments, together with all costs for collection (if any) as set forth in Section 5.07 above, for said property shall have been paid in full. Such unpaid Assessments, however, may be paid from the proceeds of the sale of the property or by the Purchaser thereof. Any sale or lease of the property in violation of this section shall be void.

5.08.2 Upon the written request of a Member or the mortgagee of his property, the Board shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but

unlisted thereon. A reasonable charge may be made by the Board for the issuance of such statements.

ARTICLE 6. ARCHITECTURAL CONTROL

6.01 Architectural Control Committee. The Board shall create an architectural control committee ("Architectural Control Committee") which shall be responsible for the enforcement of provisions of this Declaration relating to the repair, replacement, modification, re-design and related matters pertaining to improvements and structures within the Development after they have been initially constructed. The Architectural Control Committee shall not have the right or responsibility with respect to the location, design, color, landscaping or other architectural/aesthetic/planning matters related to the initial construction of any improvement or structures on any portion of the Property, which right and responsibility shall be exercised solely and exclusively by Declarant in its absolute discretion.

6.02 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not less than three (3) Members.

6.03 Term of Architectural Control Committee Members. The Association Board shall determine the term of each Architectural Control Committee member, which shall be not less than two (2) years.

6.04 Approvals/Disapprovals by Architectural Control Committee. In the event that any Owner other than the Declarant, or other applicable party, wishes to construct, replace, modify or re-design or take any action related thereto, same shall not be commenced, erected, or maintained nor shall any addition to or change or alteration thereto be made until the plans and specifications showing the nature, design, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as the harmony of the same in relation to surrounding lands, structure and topography by the Architectural Control Committee which shall have the right to refuse approval of any plans or specifications which are not suitable or desirable in its sole discretion for aesthetic or any other reasons.

In the event the Architectural Control Committee fails to approve or disapprove such submission within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not apply to Declarant.

6.05 Initial Architectural Control Committee. The initial Committee members shall be appointed by the Declarant at such time as Declarant, in his sole judgment, deems appropriate. Subsequent Architectural Control Committee members appointed by the Board once 100% of the Lots have been sold by Declarant.

ARTICLE 7. MAINTENANCE

7.01 Maintenance. The Association shall maintain, operate, manage, insure, repair and replace all of the Master Common Properties. The costs thereof shall be an expense funded by Assessments against all Owners. The Association has the right to contract for these services based upon the selection of reasonable and customary bids.

#### ARTICLE 8. INSURANCE

8.01 Common Properties. The Board of Directors shall maintain public liability insurance, to the extent obtainable, insuring the Associations and its Members, Owners, their lessees and occupants and the Association's managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on, in or about the Master Common Properties or bodies of water located therein, together with umbrella liability coverage in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00). To the extent obtainable, the Board of Directors shall also be required to obtain insurance ("Special Form-All Risks") with extended coverage, fire and water damage, vandalism and malicious mischief endorsements, insuring the facilities and improvements on the Master Common Properties in an amount equal to their full replacement values, and any applicable worker's compensation insurance. In addition, the Board may obtain Directors and Officers liability insurance, fidelity insurance and such other insurance it may deem proper to protect the entities and persons named in this paragraph. All insurance premiums for such coverage shall be paid for by the Association and assessed as appropriate, to all Owners as Association common expenses.

#### ARTICLE 9. USE OF PROPERTY

9.01 Covenants and Restrictions. The use of a structure by any person shall be subject to the provisions of this Declaration, the Bylaws and Rules and Regulations of the Association and the following covenants and restrictions:

9.01.1 The construction any structure in any area restricted to the Owner's or other occupant's use shall be maintained in good repair and overall appearance.

9.01.2 Any Owner who mortgages and/or sells his property shall notify the Board of Directors of the name and address of his mortgagee and/or new owner.

9.01.3 The Board of Directors shall, at the request of any Owner's mortgagee, report any delinquent Assessments due from such Owner and give notice to the mortgagee of any condemnation or casualty loss affecting the property in which such Owner's property is located and of any matter requiring mortgagee's approval or as to which the mortgagee requests notice.

9.01.4 No improper, offensive or unlawful use shall be made of The Property or any part thereof, and all valid laws, zoning ordinances and the regulations of all governmental agencies having jurisdiction thereof shall be observed.

9.01.5 Rules and Regulations promulgated by the Board of Directors, or any committee established by the Board, concerning the use of The Property shall be observed by the Owners and their guests and tenants provided, however, that copies of such regulations shall be furnished to each Member prior to the time the said regulations become effective.

9.01.6 All Association Assessments shall be paid when due.

9.01.7 No commercial activity of any kind shall take place on the Property, except for sales related activities of Declarant.

9.01.8 No person shall be permitted to use the recreational facilities of the Association, if any, except in accordance with the rules and regulations established by a Board of Directors.

9.02 Additional Rules and Regulations/Amendments. Additional rules and regulations or amendments to the above may be adopted by the Board from time to time by majority vote of the Board, provided that no additional rule or regulations, or amendment to the foregoing or additional rules and regulations, may be contrary to the provisions of this Declaration. All shall be enforceable after written notice thereof is given to all Owners. To the extent authorized by the Board and formed, primary responsibility for enforcement of these and all future rules and regulations shall be vested in designated committees. The Board, however, will have the power to review actions taken by the committees or act if such committees fail to do so, or otherwise modify or carry out any and all of the actions of a committee.

#### ARTICLE 10. GENERAL PROVISIONS.

10.01 Construction of Fences and Walls. No fence or wall shall be erected without the consent of the Architectural Control Committee except fences or walls originally installed as approved by Declarant.

10.02 Additions and Modifications. All additions and modifications to Buildings, fences, or other structures shall be subject to the approval and prior written consent of the Architectural Control Committee.

10.03 Duration of Declaration. 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 Association, any Member or Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns until December 31, 2029, unless otherwise expressly limited herein, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by Members holding not less than fifty-one percent (51%) of the votes of the membership entitled to vote has been recorded among the Public Records of Martin County, Florida, agreeing to terminate or change said covenants and restrictions in whole or in part. Notwithstanding, the foregoing, the easements,

licenses, rights and privileges established and created with respect to The Property by Article 4 and Article 5 shall run with The Property and shall survive any destruction, reconstruction and relocation of physical structures, unless said provisions are abrogated by the unanimous written consent of all the Owners.

10.04 Amendments to Declaration. Unless specifically prohibited or otherwise provided herein, and except as to Supplemental Declarations, this Declaration may be amended prior to the date provided in Section 4.02 by majority vote of the Board of Directors and thereafter by an instrument signed by Members holding not less than two-thirds (66-2/3%) of the eligible votes of the membership and two-thirds (66-2/3%) of the Board of Directors, by an instrument signed by the President of the Association attesting that such instrument was approved by Members entitled to vote two-thirds (66-2/3%) of the votes of the Association and two-thirds (66-2/3%) of the Board at a meeting of the Members and Board, respectively, called for such purpose. Any amendment must be recorded among the Public Records of Martin County, Florida.

10.05 Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Master Common Properties, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event such dedication is refused, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the licenses, privileges, covenants and easements of this Declaration, or under any subsequently recorded covenants, or other instruments applicable to The Property, unless made in accordance with the provisions of this Declaration or said covenants and instruments.

10.06 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of such person on the records of the Association at the time of such mailing, or delivered in person to such address.

10.07 Administration of Association. The administration of the Association shall be in accordance with the provisions of the Association's Articles of Incorporation and Bylaws which are made a part of this Declaration and are attached hereto as Exhibits B and C, respectively.

10.08 Enforcement Enforcement of these covenants, conditions, restrictions, easements, charges and liens shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, conditions, restriction, easement, charge or lien, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants. The failure by the Association or any Owner or the Declarant to enforce any covenant, condition, restriction, easement, charge or lien

herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

10.09 Severability. Should any provision of this Declaration or any Article, Section, subsection, sentence, clause, phrase or term thereof be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

10.09 Interpretation. The Board of Directors shall have the right, except as limited by any other provisions of this Declaration or Articles of Incorporation or Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best fulfill the general plan of the Development.

10.10 Authorized Action. All actions which the Association is permitted to take under this Declaration shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

10.11 Execution of Documents. The development plan for the Development of the Property may require from time to time the execution of certain documents required by various governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this paragraph shall recite that it is made pursuant to this Section.

10.12 Association's Non-Profit/Tax Exempt Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

10.13 Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

10.14 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Project.

10.15 Binding Effect. The provisions of this Declaration shall be binding upon, and inure to the benefit of the Declarant and all Owners, and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens this 2nd day of August, 2005.

**MAYA ESTATES, LLC, a Florida limited liability company**

By: *Joseph D. Farish, Jr.*  
Joseph D. Farish, Jr.  
Its: Managing Member

STATE OF FLORIDA

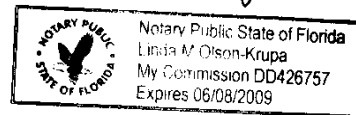
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid to take acknowledgements, personally appeared, JOSEPH D. FARISH, JR., as Managing Member of MAYA ESTATES, LLC, a Florida limited liability company, who acknowledged before me that he executed the same on behalf of MAYA ESTATES, LLC therein expressed.

WITNESS my hand and official seal at West Palm Beach, Palm Beach County, Florida, this 2nd day of August, 2005.

*Linda M. Olson-Krupa*  
Notary Public

My Commission Expires: *June 8, 2009*



**EXHIBIT A**

**LEGAL DESCRIPTION OF MAYA ESTATES (ENTIRE DEVELOPMENT)**

A PARCEL OF LAND LYING WITHIN SECTION 5 AND 8, TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 50 FEET OF THE EAST ONE-QUARTER (1/4) OF SECTION 5, TOWNSHIP 40 SOUTH, RANGE 38 EAST. CONTAINING 6.04 ACRES, MORE OR LESS  
TOGETHER WITH ALL OF THE WEST THREE-QUARTERS (3/4), AND THE WEST 50 FEET OF THE EAST ONE-QUARTER (1/4), OF SECTION 8, LYING NORTH OF THE ST. LUCIE CANAL CONTAINING 237.31 ACRES, MORE OR LESS.