

Notwithstanding the duty of the Association to maintain and repair parts of the Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Property.

No Unit Owner, except as a duly authorized officer or Director of the Association, shall have any authority to act for or on behalf of the Association.

The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association, but, in addition thereto, the Association shall have all the powers and duties set forth in Chapters 607, and 617 and 720, Florida Statutes, as well as all powers and duties granted to or imposed upon it by this Declaration. In the event of any conflict, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations of the Association; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations, and as all of the same may be amended and supplemented from time to time. The Master Association Documents shall take precedence over Association Documents except where Association Documents are more stringent in their requirements.

Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association is expressly required in the Association Documents or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of the Unit Owners, and the Board of Directors may so approve and act through the proper Officers of the Association without a specific resolution, subject in all events to the provisions of the Master Association Documents. When an approval or action of the Association is permitted to be given or taken pursuant to the Master Association Documents and/or the Association Documents, such action or approval may be conditioned in any manner not in conflict with the requirements of the Master Association Documents and/or the Association Documents as the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal provided the same does not violate the requirements of the Master Association Documents and/or the Association Documents.

No person shall use the Common Area in any manner contrary to, or not in accordance with, the Rules and Regulations which may be promulgated by the Association, or the Master Association, or such traffic regulations which may be adopted by the Association.

Section 2. IMPLIED RIGHTS. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII

MAINTENANCE

Section 1. MAINTENANCE OF THE COMMON AREA. The Association shall be responsible for the maintenance and repair of the Common Area, including, but not limited to, the following:

(a) Such security system, guardhouse(s) and other security facilities, if any, which shall be operated and maintained for the benefit of all Members of the Association.

(b) All streets and street-scape within the Common Area of the Association.

(c) All other improvements which may be constructed within the Common Area.

Section 2. MAINTENANCE BY THE OWNER. The responsibility of each Owner to keep his Lot and the improvements located thereon in compliance with the requirements of the Master Association Declaration shall be as follows:

(a) ~~To maintain, protect, repair and replace, at his own cost and expense, all portions of his Lot together with all improvements, including landscaping and equipment located thereon, except any portions to be maintained, repaired and replaced by the Association as may be determined by the Board of Directors. Such maintenance, protection, repair and replacing shall be done without disturbing the rights of other Owners. In the event that an Owner shall fail to keep his Lot and the improvements located thereon in compliance with the standards promulgated by the Board, the Association shall have a reasonable right of entry to maintain, protect, repair and replace all portions of the Lot together with all improvements, including but not limited to, make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property;~~

(b) Not to modify or change the appearance or design of any portion of the exterior of any structure or site features located on the property which are in common view without the prior written approval of the Board of Directors and additionally as may be required by the Master Association Declaration;

(c) To report promptly to the Association or the Master Association any defect or need for repairs, maintenance or replacements for which the Association, or the Master Association is responsible.

(d) Landscaping. Notwithstanding anything contained herein to the contrary, the Association shall be responsible for the maintenance and care of the landscaping located on the Lots, and the maintenance of the sprinkler system(s) for the Lots, except as herein provided. The Lot Owner shall plant, remove and/or replace trees, hedges, shrubs, and other landscaping located upon the Lots. The Association shall plant, remove, and/or replace sod located upon the Lots, which sod replacement will be a common expense except if that replacement results from the negligent activity of the Lot Owner, his tenants or his guests. If the sod which is replanted, removed or replaced is the result of the negligent activity of the Lot Owner, his tenants or guests, then the cost of such work shall be considered an individual assessment levied against the affected Lot Owner. The Lot Owner shall plant, remove and/or replace trees, hedges, shrubs and other landscaping located upon the Lots when in the sole discretion of the Association same is appropriate and in the best interest of the Owners. No Owner shall install any landscaping upon the Owner's Lot without the prior written consent of the Association. If any Owner with the consent of the Association installs any landscaping on the Owner's Lot which is materially more expensive to maintain than the landscaping on the other Lots, the Association shall have the right to assess the Owner of such Lot for the extra cost of maintaining the special landscaping on the Lot, or in the alternative the Association may require the applicable Owner to maintain such special landscaping at the Owner's expense. If such an assessment becomes necessary, it will be considered an individual assessment levied against the Lot and Lot Owner. In addition, notwithstanding anything contained or to the contrary, any annuals or potted plants installed by an Owner on his Lot shall be maintained by the Owner of such Lot. If any Owner fails to pay the extra cost of maintaining any special