DECLARATION OF COVENANTS
FOR
DAVIS LANDINGS WEST

THIS DECLARATION is made this 28th day of March, 2016, by COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida not for profit corporation, which declares hereby that “The Properties” described in Article II of this Declaration are and shall be held, transferred, sold, conveyed, leased and occupied subject to the covenants, restrictions, and easements hereinafter set forth:

ARTICLE I
DEFINITIONS

“Common Areas” shall mean and refer to the property (i) dedicated by the Plat of The Properties (whether as separate Tracts or as easements) which Plat is specifically described in Exhibit “A” attached hereto or (ii) declared to be Common Areas and the hereinafter described landscaping. The Common Areas are initially intended to include landscape buffers (both owned land and easements for such purpose over Lots), open space, an entry sign for The Properties, a sidewalk, drainage easements in favor of the Declarant, and all irrigation systems and lighting serving the applicable portions of the foregoing.

“Declarant” shall mean and refer to Community Land Trust of Palm Beach County, Inc., a Florida not for profit corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of The Properties. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

“Home”, “Improvements”, “Leasehold” and “Leasehold Premises” shall be synonymous and shall mean and refer to the individual residential structure and townhomes, and any related improvements, constructed on a Lot for which a certificate of occupancy has been issued.

“Lot” shall mean and refer to any Lot on any plat or site plan or described by a metes and bounds description, of all or a portion of The Properties, which is designated by Declarant.
hereby or by any other recorded instrument to be subject to these covenants and restrictions, any Lot shown upon any resubdivision of any such plat, any site plan amendment and any other property hereafter declared as a Lot by the Declarant and thereby made subject to this Declaration. The legal descriptions for the Lots are set forth in the attached Exhibit “B.”

"Homeowner” shall mean and refer to the record ground lease tenant(s), whether one or more persons, to any Lot situated within The Properties.

"Homeowner’s Permittees” shall mean the guests of the Homeowner, as well as authorized agents and workmen.

"Permitted Sublessee” shall mean a Declarant approved tenant of the Homeowner.

"Plat” shall mean and refer to the Plat of The Properties, which Plat is specifically described in Exhibit “A” hereof.

"The Properties” shall mean and refer to all existing properties, and additions thereto, as are now or made subject to this Declaration, except those which are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described in Exhibit “C” attached hereto, all of which real property (and all improvements thereto) is herein referred to collectively as "The Properties”.

ARTICLE III
COMMON AREAS; CERTAIN EASEMENTS

Section 1. Homeowners’ Easements

Each Homeowner, and each Homeowner's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Homeowners and their agents and invitees, in such manner as may be regulated by the Declarant.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

The right of Declarant to have, grant and use general ("blanket") and specific easements over, under and through the Common Areas.

The right of the Declarant, by a majority vote of the Board of Directors, to dedicate or convey portions of the Common Areas to any other Declarant having similar functions, or any
public or quasi-public agency, community development district or similar entity under such term as the Declarant deems appropriate and to create or contract with the other Declarant, community development and special taxing for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Declarant (to which such dedication or contract all Homeowners, by the acceptance of the deeds and ground leases, to their Lots, shall be deemed to have consented, no consent of any other party, except Declarant, being necessary).

Section 2. Easements and Rights Appurtenant.

The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Area subject thereto.

Section 3. Maintenance

The Declarant shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and other areas required to be maintained by the Declarant per the Plat and, to the extent not otherwise provided for, the paving, drainage structures, landscaping, improvements and other structures (except public utilities, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Declarant. Without limiting the generality of the foregoing, the Declarant shall assume, and hereby assumes, all of Declarant's and its affiliates' responsibility, if any, to Palm Beach County, the State of Florida, the South Florida Water Management District, and similar permitting/approval entities of any kind with respect to the Common Areas and conservation easements and any other permit requirements of an ongoing nature and shall indemnify and hold the Declarant and its affiliates harmless with respect thereto.

The Declarant shall also maintain the land, landscaping and improvements covered by any easement or maintenance agreement in favor of the Declarant or assigned to Declarant, or by which the Declarant is bound.

The Declarant’s maintenance responsibilities as stated above shall not extend to or include the Leasehold Premises or Improvements for which Homeowners are responsible.

All work pursuant to this Section and all expenses incurred or allocated to the Declarant pursuant to this Declaration shall be paid for by the Declarant through Leasehold fees.

No Homeowner may waive or otherwise escape liability for Leasehold fees by non-use (whether or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

Section 4. Damage or Destruction of Common Areas.

Damage to or destruction of all or any portion of the Common Areas shall be handled
in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Areas, if the insurance proceeds are sufficient to effect total restoration, then the Declarant shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within Two Thousand Five Hundred Dollars ($2,500.00) or less of being sufficient to effect total restoration of the Common Areas, then the Association shall cause such portions of the Common Areas to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a capital improvement assessment against each of the Homes in equal shares in accordance with the provisions of Article IV, of this Declaration.

(c) If the insurance proceeds are insufficient by more than Two Thousand Five Hundred Dollars ($2,500.00) to effect total restoration of the Common Areas, then the Board of Directors of the Declarant shall determine whether (1) to rebuild and restore the Common Areas in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying capital improvement assessments against all Homeowners, (2) to rebuild and restore in a way which is less expensive than replacing the Common Areas in substantially the same manner as they existed prior to being damaged, or (3) to not rebuild and to retain the available insurance proceeds.

(d) Each Homeowner shall be liable to the Declarant for any damage to the Common Areas not covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Homeowner or Homeowner's Permitees. Notwithstanding the foregoing, the Declarant reserves the right to charge such Homeowner an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Homeowner. In the case of joint ownership of a Home, the liability of such Homeowner shall be joint and several. The cost of correcting such damage shall be additional rent against the Homeowner and may be collected as same.

Section 5. Utility Easements.

Use of the Common Areas for utilities, as well as use of the other utility easements as shown on the relevant plat(s), shall be in accordance with the applicable provisions of said plat(s). The Declarant and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Areas and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

Section 6. Public Easements.

Fire, police, health and sanitation and other public service, public utility, postal and
similar personnel and vehicles (but not the general public) shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas in the performance of their respective duties.

Section 7. Ownership.

The Common Areas are hereby dedicated non-exclusively to the joint and several use, in common, by the Declarant and the Homeowners/Permitted Sublessees of all Lots that may from time to time constitute part of The Properties and all Homeowner's Permittees and the Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Declarant. Beginning from the date this Declaration is recorded, the Declarant shall be responsible for the maintenance, insurance and administration of such Common Areas (whether or not then conveyed or to be conveyed to the Declarant). It is intended that any and all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Declarant shall have been, because the purchase prices of the Homes have already taken into account their proportionate shares of the values of the Common Area, proportionally assessed and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Declarant shall be responsible for the payment (subject to protest or appeal before or after payment) of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date these covenants are recorded, and such taxes shall be prorated between Declarant and the Homeowners as of the date of such recordation.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of The Properties (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Declarant and its affiliates or designee elect to effect, and to use, without charge, the Common Areas and other portions of the Properties for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby communities. Without limiting the generality of the foregoing, the Declarant and its affiliates shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto the Declarant and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Declarant shall not be liable for delays in such completion to the extent resulting from the need to finish the above-referenced activities prior to such completion.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments:
Assessment Rates.

Except as provided elsewhere herein, the Declarant (and each party joining in any supplemental declaration), for all Lots within The Properties, hereby covenants and agrees, and each Homeowner, by acceptance of a deed for the Improvements and a Ground Lease therefore or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed payment of expenses allocated or assessed to or through, the Declarant, the maintenance, management, operation and insurance of the Common Areas, and any conservation areas as provided elsewhere herein, including such reasonable reserves as the Declarant may deem appropriate, capital improvement assessments, as provided in Section 4 hereof, special assessments as provided in Section 3 hereof and all other charges and assessments hereinafter referred to or lawfully imposed by or on the Declarant, all such assessments to be fixed, established and collected from time to time as herein provided. In addition, special assessments may be levied against particular Homeowners and Lots for fines, expenses incurred against particular Lots and/or Homeowners to the exclusion of others and other charges against specific Lots or Homeowner as contemplated in this Declaration. The annual, special and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Improvements and shall be a continuing lien upon the Improvements against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the Person who is the Homeowner of such Improvements at the time when the assessment fell due and all subsequent Homeowners until paid, except as provided in Section 8 of this Article.

Section 2. Purpose and Rate of Assessments.

The regular assessments levied by the Declarant shall be used exclusively for the purposes expressed in Section 1 of this Article and shall be assessed against each Home at an equal rate.

Section 3. Special Assessments.

In addition to the regular and capital improvement assessments which are or may be levied hereunder, the Declarant (through the Board of Directors) shall have the right to levy special assessments against a Homeowner to the exclusion of other Homeowners for (i) the repair or replacement of damage to any portion of the common Areas (including, without limitation, improvements and landscaping thereon caused by misuse, negligence or other action or inaction of a Homeowner or a Homeowner’s Permitee(s) or (ii) costs of remedial work performed by the Declarant. Any such special assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any special assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such assessment.

Section 4. Capital Improvements.
Funds which, in the aggregate, exceed the lesser of $10,000 or 10% of the total amount of
the current operating budget of the Declarant in any one fiscal year which are necessary for the
addition of capital improvements (as distinguished from repairs and maintenance) relating to the
Common Areas under the jurisdiction of the Declarant and which have not previously been
collected as reserves or are not otherwise available to the Declarant (other than by borrowing)
shall be levied by the Declarant as assessments only upon approval of a majority of the Board of
Directors of the Declarant.

Section 5.  Date of Commencement of Assessments; Due Dates.

The regular, annual assessments provided for in this Article shall commence on the first
day of the month next following the recolation of these covenants and shall be applicable
through December 31 of such year. Each subsequent annual assessment shall be imposed for
the year beginning January 1 and ending December 31.

The annual assessments shall be payable in advance in monthly installments, or in annual,
quarterly installments if so determined by the Board of Directors of the Declarant (absent
which determination they shall be payable monthly).

The assessment amount (and applicable installments) may be changed at any time by said
Board from that originally stipulated or from any other assessment that is in the future adopted.
The original assessment for any year shall be levied for the calendar year (to be reconsidered and
amended, if necessary, no more than twice each year), but the amount of any revised assessment
to be levied during any period shorter than a full calendar year shall be in proportion to the
number of months (or other appropriate installments) remaining in such calendar year.

The due date of any special assessment or capital improvement assessment shall be fixed
in the Board resolution authorizing such assessment.

Section 6.  Duties of the Board of Directors.

The Board of Directors of the Declarant shall fix the amount of the annual assessment
against the Homeowners subject to the Declarant's jurisdiction for each assessment period, to the
extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that
time, prepare a roster of the Homes and assessments applicable thereto which shall be kept in the
office of the Declarant (or its manager) and shall be open to inspection by any Homeowner.

Written notice of the assessment shall thereupon be sent to every Homeowner subject
thereto twenty (20) days prior to payment of the first installment thereof, except as to special
assessments. In the event no such notice of the assessment for a new assessment period is given,
the amount payable shall continue to be the same amount payable for the previous period, until
changed in the manner provided for herein.

The Declarant, through the action of its Board of Directors, shall have the power, but not
the obligation, to enter into an agreement or agreements from time to time with one or more
persons, firms or corporations (including affiliates of the Declarant) for management services
including those described in this Section.

Section 7. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Declarant.

If the assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Home which shall bind such property in the hands of the then Homeowner, his heirs, personal representatives, successors and assigns such lien to be effective as of the date of the recording of this Declaration. Except as provided in Section 8 of this Article to the contrary, the personal obligation of the then Homeowner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Declarant, a late charge may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) and or the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate (or, if there is no highest lawful rate, 18% per annum) and the Declarant may bring an action at law against the Homeowner personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Home on which the assessments and late charges are unpaid, may foreclose the lien against the Home on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments, late charges and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorney's fees actually incurred together with the costs of the action, through all applicable appellate levels. The Declarant may choose to accelerate the assessments as set forth herein at anytime after any late payment.

In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Homeowner of the Home whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Home shall be levied by the Declarant for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Home as to which the assessment is delinquent,
including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Home or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 8 of this Article.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Declarant.

Section 8. Subordination of the Lien.

The lien of the assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first mortgage (recorded prior to recordation by the Declarant of a claim of lien) held by Declarant/Mortgagee, the Housing Finance Authority of Palm Beach County, Florida, mortgage to be recorded subsequent to the recording of this declaration, the Palm Beach County HOME mortgage to be recorded subsequent to the recording of this declaration, an institutional mortgage lender or otherwise held or insured by FNMA/FHLMC, FHA or VA and which is now or hereafter placed upon any property subject to assessment provided, however, that any such mortgage lender when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Home by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Homes subject to assessment by the Declarant, including the Homes as to which the foreclosure (or conveyance in lieu of foreclosure) took place. No mortgagee shall be required to collect assessments.

Section 9. Declarant's Assessments.

Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay assessments on the Lots owned by it, or (ii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Declarant's operating expenses not produced by assessments receivable from Homeowners other than Declarant and any other income receivable by the Declarant. The deficit to be paid under option (ii), above, shall be the difference between (a) actual operating expenses of the Declarant (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Declarant (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant may from time to time change the option under which Declarant is making payments to the Declarant by written notice to such effect to the Declarant. When all Homes within The Properties are sold and conveyed to purchasers, neither the Declarant nor its affiliates shall have further liability of any kind to the Declarant for the payment of assessments, deficits or contributions.
Section 10. **Declarant Funds.**

The portion of all regular assessments collected by the Declarant for reserves for future expenses, and the entire amount of all special and capital assessments, shall be held by the Declarant and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

**ARTICLE V**

**HOMEOWNERS' EASEMENTS**

Section 1. **Easements.**

The following nonexclusive easements are created by and granted from the Declarant to each Homeowner; to the Declarant and their employees, agents, and hired contractors; to utility companies; to Homeowners' families in residence, guests, and invitees; and to governmental and emergency services, as applicable.

Section 2. **Easement for Air Space.**

An exclusive easement for use of the air space occupied by the Home as it exists at any particular time and as the Home may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

Section 3. **Ingress and Egress.**

Easements over the Common Areas for ingress and egress to Homes and public ways.

Section 4. **Maintenance, Repair, and Replacement.**

Easements through the Homes and Common Areas for maintenance, repair, and replacement.

Section 5. **Utilities.**

Easements through the Common Areas and Homes for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Homes, the Common Areas, and other utility customers, both existing and future.

Section 6. **Public Services.**

Access to both the Common Areas and the Homes for lawfully performed emergency, regulatory, law enforcement, and other public services.
ARTICLE VI
RULES AND REGULATIONS

Attached hereto as Exhibit "D" are certain rules and regulations of the Declarant which are incorporated herein by reference and which may be modified, in whole or part, at any time by The Declarant's Board of Directors without the necessity of recording an amendment hereto or thereto in the public records.

ARTICLE VII
GENERAL PROVISIONS

Section 1. Duration.

The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Declarant (at all times) and the Homeowners and other land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Declarant and of 100% of the mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Homeowner at least ninety (90) days in advance of any signatures being obtained.

Section 2. Notices.

Any notice required to be sent to any Homeowner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Homeowner on the records of the Declarant at the time of mailing.

Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Homes to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not
affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment.

The covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Declarant alone, for so long as it or its affiliates holds title to any Lot affected by this Declaration and at least 66-2/3% of first mortgagees (based upon one vote for each Lot subject to a mortgage owned by the mortgagee). Also, no amendment to this Declaration or its exhibits shall be valid if same conflicts with the Palm Beach County Unified Land Development Code. The foregoing sentence and the provisions of this Section reserving amendment powers in the Declarant may not be amended.

Section 6. Effective Date.

This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

Section 7. Conflict.

This Declaration shall take precedence over conflicting provisions in Schedule "A" hereto.

Section 8. Standards for Consent, Approval, Completion, Other Action and Interpretation.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters to be completed or substantially completed by the Declarant or its affiliates shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Declarant or the counsel having drafted this Declaration rendered in good faith that a particular interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

Section 9. Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Homeowners designate hereby the Declarant as their lawful attorney-in-fact to execute
any instrument on such Homeowners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 10. Covenants Running With the Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the properties. Without limiting the generality of Section 10 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the land as aforesaid) be achieved.

Date of execution by Declarant: March 28, 2016.

Signed and executed in the presence of: COMMUNITY LAND TRUST OF PALM BEACH COUNTY, INC., a Florida not-for-profit corporation

[Signature]
Print name: Eulalia Gheorghe

By: [Signature]
Print name: Hazel Lucas
Title: President

[Signature]
Print name: Cindy Lacourse-Blum
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by Hazel Lucas, as President of Community Land Trust of Palm Beach County, Inc., on behalf of the corporation. (S)he is personally known to me or has produced identification.

[Signature]
Notary Public
State of Florida
My Commission Expires:

[Notary Seal]
LOT 1
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 503.32 feet; thence South 02°20'48" West, a distance of 220.88 feet to the POINT OF BEGINNING of Lot 1; thence South 87°37'23" East, a distance of 49.43 feet; thence South 02°24'31" West, a distance of 66.29 feet; thence North 87°35'29" West, a distance of 49.39 feet; thence North 02°22'37" East, a distance of 66.27 feet to the POINT OF BEGINNING.

LOT 2
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 503.82 feet; thence South 02°20'48" West, a distance of 220.85 feet to the POINT OF BEGINNING of Lot 2; thence South 87°37'23" East, a distance of 52.50 feet; thence South 02°22'37" West, a distance of 66.27 feet; thence North 87°35'29" West, a distance of 52.50 feet; thence North 02°22.37" East, a distance of 66.24 feet to the POINT OF BEGINNING.

LOT 3
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 398.32 feet; thence South 02°20'48" West, a distance of 220.82 feet to the POINT OF BEGINNING of Lot 3; thence South 87°37'23" East, a distance of 52.50 feet; thence South 02°22'37" West, a distance of 66.24 feet; thence North 87°35'29" West, a distance of 52.50 feet; thence North 02°22'37" East, a distance of 66.21 feet to the POINT OF BEGINNING.

LOT 4
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 345.82 feet; thence South 02°20'48" West, a distance of 220.80 feet to the POINT OF BEGINNING of Lot 4; thence South 87°37'23" East, a distance of 52.50 feet; thence South 02°22'37" West, a distance of 66.21 feet; thence North 87°35'29" West, a distance of 52.50 feet; thence North 02°22'37" East, a distance of 66.18 feet to the POINT OF BEGINNING.

EXHIBIT B (page one)
LOT 5
A portion of Tract “A” of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract “A”; thence South 87°39’12” East along the North line of Tract “A” a distance of 318.32 feet; thence South 02°20’48” West, a distance of 222.28 feet to the POINT OF BEGINNING of Lot 5; thence South 87°37’23” East, a distance of 27.50 feet; thence South 02°22’37” West, a distance of 64.68 feet; thence North 87°35’29” West, a distance of 27.50 feet; thence North 02°22’37” East, a distance of 64.66 feet to the POINT OF BEGINNING.

LOT 6
A portion of Tract “A” of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract “A”; thence South 87°39’12” East along the North line of Tract “A” a distance of 293.30 feet; thence South 02°20’48” West, a distance of 222.27 feet to the POINT OF BEGINNING of Lot 6; thence South 87°37’23” East, a distance of 25.00 feet; thence South 02°22’37” West, a distance of 64.66 feet; thence North 87°35’29” West, a distance of 25.00 feet; thence North 02°22’37” East, a distance of 64.65 feet to the POINT OF BEGINNING.

LOT 7
A portion of Tract “A” of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract “A”; thence South 87°39’12” East along the North line of Tract “A” a distance of 273.32 feet; thence South 02°20’48” West, a distance of 222.26 feet to the POINT OF BEGINNING of Lot 7; thence South 87°37’23” East, a distance of 20.00 feet; thence South 02°22’37” West, a distance of 64.65 feet; thence North 87°35’29” West, a distance of 20.00 feet; thence North 02°22’37” East, a distance of 64.64 feet to the POINT OF BEGINNING.

LOT 8
A portion of Tract “A” of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract “A”; thence South 87°39’12” East along the North line of Tract “A” a distance of 241.65 feet; thence South 02°20’48” West, a distance of 222.24 feet to the POINT OF BEGINNING of Lot 8; thence South 87°37’23” East, a distance of 31.57 feet; thence South 02°22’37” West, a distance of 64.64 feet; thence North 87°35’29” West, a distance of 25.99 feet; thence North 02°22’37” East, a distance of 25.41 feet; thence North 87°37’23” West, a distance of 5.68 feet; thence North 02°22’37” East, a distance of 39.21 feet to the POINT OF BEGINNING.

EXHIBIT B (page two)
LOT 9
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 204.98 feet; thence South 02°20'48" West, a distance of 222.22 feet to the POINT OF BEGINNING of Lot 9; thence South 87°37'23" East, a distance of 26.67 feet; thence South 02°22'37" West, a distance of 39.21 feet; thence North 87°36'05" West, a distance of 5.65 feet; thence South 02°22'37" West, a distance of 25.41 feet; thence North 87°35'29" West, a distance of 21.02 feet; thence North 02°22'37" East, a distance of 64.50 feet to the POINT OF BEGINNING.

LOT 10
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 179.98 feet; thence South 02°20'48" West, a distance of 222.21 feet to the POINT OF BEGINNING of Lot 10; thence South 87°37'23" East, a distance of 25.00 feet; thence South 02°22'37" West, a distance of 64.60 feet; thence North 87°35'29" West, a distance of 25.00 feet; thence North 02°22'37" East, a distance of 64.50 feet to the POINT OF BEGINNING.

LOT 11
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 159.98 feet; thence South 02°20'48" West, a distance of 222.20 feet to the POINT OF BEGINNING of Lot 11; thence South 87°37'23" East, a distance of 20.00 feet; thence South 02°22'37" West, a distance of 64.59 feet; thence North 87°35'29" West, a distance of 20.00 feet; thence North 02°22'37" East, a distance of 64.58 feet to the POINT OF BEGINNING.

EXHIBIT B (page three)
LOT 12

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 129.98 feet; thence South 02°20'48" West, a distance of 222.18 feet to the POINT OF BEGINNING of Lot 12; thence South 87°37'23" East, a distance of 30.00 feet; thence South 02°22'37" West, a distance of 64.58 feet; thence North 87°35'29" West, a distance of 30.00 feet; thence North 02°22'37" East, a distance of 64.56 feet to the POINT OF BEGINNING.

LOT 13

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 108.48 feet; thence South 02°20'48" West, a distance of 205.52 feet to the POINT OF BEGINNING of Lot 13; thence South 36°28'09" East, a distance of 21.39 feet; thence South 87°37'23" East, a distance of 8.05 feet; thence South 02°22'37" West, a distance of 64.56 feet; thence North 87°35'29" West, a distance of 119.60 feet; thence North 01°27'02" East, a distance of 2.12 feet; thence North 53°31'51" East, a distance of 125.99 feet to the POINT OF BEGINNING.

LOT 14

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 77.00 feet; thence South 02°20'48" West, a distance of 166.38 feet to the POINT OF BEGINNING of Lot 14; thence South 36°28'09" East, a distance of 50.23 feet; thence South 53°31'51" West, a distance of 125.99 feet; thence North 01°27'02" East, a distance of 62.77 feet; thence North 53°03'36" East, a distance of 87.43 feet to the POINT OF BEGINNING.

LOT 15

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 100.68 feet; thence South 02°20'48" West, a distance of 106.72 feet to the POINT OF BEGINNING of Lot 15; thence South 33°36'44" West, a distance of 49.95 feet; thence North 56°23'16" West, a distance of 78.61 feet; thence North 01°27'02" East, a distance of 59.00 feet; thence South 56°23'27" East, a distance of 110.01 feet to the POINT OF BEGINNING.
LOT 16

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A", a distance of 114.42 feet; thence South 02°20'48" West, a distance of 6.63 feet to the POINT OF BEGINNING of Lot 16; thence South 02°20'48" West, a distance of 52.74 feet; thence South 27°00'53" East, a distance of 14.72 feet; thence South 33°36'44" West, a distance of 40.38 feet; thence North 56°23'27" West, a distance of 110.01 feet; thence North 01°27'02" East, a distance of 42.95 feet; thence South 87°39'42" East, a distance of 108.45 feet to the POINT OF BEGINNING.

LOT 17

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A", a distance of 114.42 feet; thence South 02°20'48" West, a distance of 6.63 feet to the POINT OF BEGINNING of Lot 17; thence South 87°40'42" East, a distance of 50.00 feet; thence South 02°24'30" West, a distance of 65.59 feet; thence North 87°39'17" West, a distance of 42.71 feet; thence North 27°00'53" West, a distance of 14.72 feet; thence North 02°20'48" East, a distance of 52.74 feet to the POINT OF BEGINNING.

LOT 18

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A", a distance of 164.42 feet; thence South 02°20'48" West, a distance of 6.61 feet to the POINT OF BEGINNING of Lot 18; thence South 87°40'42" East, a distance of 52.51 feet; thence South 02°24'30" West, a distance of 65.61 feet; thence North 87°39'17" West, a distance of 52.51 feet; thence North 02°24'30" East, a distance of 65.59 feet to the POINT OF BEGINNING.

EXHIBIT B (page five)
LOT 19
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 216.93 feet; thence South 02°20'48" West, a distance of 6.59 feet to the POINT OF BEGINNING of Lot 19; thence South 87°40'42" East, a distance of 52.50 feet; thence South 02°24'30" West, a distance of 65.63 feet; thence North 87°39'17" West, a distance of 52.50 feet; thence North 02°24'30" East, a distance of 65.61 feet to the POINT OF BEGINNING.

LOT 20
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 269.43 feet; thence South 02°20'48" West, a distance of 6.26 feet to the POINT OF BEGINNING of Lot 20; thence South 87°40'42" East, a distance of 51.50 feet; thence South 02°20'43" West, a distance of 65.66 feet; thence North 87°39'17" West, a distance of 51.57 feet; thence North 02°24'30" East, a distance of 65.63 feet to the POINT OF BEGINNING.

LOT 21
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 320.93 feet; thence South 02°20'48" West, a distance of 6.54 feet to the POINT OF BEGINNING of Lot 21; thence South 87°40'42" East, a distance of 51.65 feet; thence South 02°24'30" West, a distance of 65.68 feet; thence North 87°39'17" West, a distance of 51.58 feet; thence North 02°20'43" East, a distance of 65.66 feet to the POINT OF BEGINNING.

LOT 22
A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows:
COMMENCING at the Northwest corner of said Tract "A"; thence South 87°39'12" East along the North line of Tract "A" a distance of 372.58 feet; thence South 02°20'48" West, a distance of 6.52 feet to the POINT OF BEGINNING of Lot 22; thence South 87°40'42" East, a distance of 54.40 feet; thence South 02°24'30" West, a distance of 65.70 feet; thence North 87°39'17" West, a distance of 54.40 feet; thence North 02°24'30" East, a distance of 65.68 feet to the POINT OF BEGINNING.
LOT 23

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract "A", thence South 87°39'12" East along the North line of Tract "A" a distance of 426.98 feet; thence South 02°20'48" West, a distance of 6.50 feet to the POINT OF BEGINNING of Lot 23; thence South 87°40'42" East, a distance of 52.63 feet; thence South 02°24'30" West, a distance of 65.72 feet; thence North 87°39'17" West, a distance of 52.63 feet; thence North 02°24'30" East, a distance of 65.70 feet to the POINT OF BEGINNING.

LOT 24

A portion of Tract "A" of DAVIS LANDINGS WEST, according to the Plat thereof, as recorded in Plat Book 121, page 46 of the Public Records of Palm Beach County, Florida, being more particularly described as follows;

COMMENCING at the Northwest corner of said Tract "A", thence South 87°39'12" East along the North line of Tract "A" a distance of 473.63 feet; thence South 02°20'48" West, a distance of 6.47 feet to the POINT OF BEGINNING of Lot 24; thence South 87°40'42" East, a distance of 50.02 feet; thence South 02°28'11" West, a distance of 65.74 feet; thence North 87°39'17" West, a distance of 49.95 feet; thence North 02°24'30" East, a distance of 65.72 feet to the POINT OF BEGINNING.
EXHIBIT “C”

Tract “A”, Davis Landings West, according to the map or plat thereof as recorded in Plat Book 121, Page 46, Public Records of Palm Beach County, Florida, lying in Section 30, Township 44 South, Range 43 East, Palm Beach County, Florida.
EXHIBIT “D”

RULES AND REGULATIONS

The Common Areas and facilities, if any, shall not be obstructed or used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other objects shall be stored thereof.

No motorized vehicle which cannot operate on its own power shall remain on the property more than twenty-four (24) hours, and no repair of such vehicles shall be made thereon. No portion of the common Areas outside of designated parking spots may be used for parking purposes.

Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Declaration, subject to applicable laws and ordinances.

No Homeowner shall make or permit any disturbing noises in the Home or on the Lot by himself or his family, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Homeowners. No Homeowner shall play or permit to be played any musical instrument, nor operate or permit to be operated stereo equipment, television, radio or sound amplifier or any other sound equipment in his Home or on his Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Homeowner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

No electronic equipment may be permitted in or on any Home or Lot which interferes with the television or radio reception of any Home.

No Homeowner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Declarant’s Board of Director’s.

No commercial use shall be permitted in the Development even if such use would be permitted under applicable zoning ordinances, if same (i) would be noticeable from the exterior of the Home, (ii) would generate automobile traffic and/or (iii) would cause any other violations of the Declaration or these Rules and Regulations.

Children will be the direct responsibility of their parents or legal guardians, including supervision of them while within the property and including full compliance by them of these Rules and Regulations and all other rules and regulations of the development. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing recreational amenities.

Pets and other animals shall neither be kept nor maintained in or about The Property except in accordance with the Declaration and the following:

No pets shall be outside of its Homeowner’s Home unless attended by an adult or child of more than 10 years of age and on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Areas designated from time to time for those purposes and
shall be cleaned up after at all times. In no event shall said pet be walked or taken on any recreational facility, outside of the walking path, contained within the Common Areas.

Every Homeowner and occupant shall comply with these rules and regulations as set forth herein, and any rules and regulations which from time to time may be adopted, and the provisions of the Declaration, as amended from time to time.

These rules and regulations shall not apply to the Declarant, nor its affiliates, agents or employees and contractors (except in such contractors' capacity as Homeowners), nor property while owned by either the Declarant or its affiliates. All of these rules and regulations shall apply, however, to all other Homeowners and occupants even if not specifically so stated in portions hereof.