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Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0620 - 622; (3pgs)

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQ.**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C-112)

**CORRECTIVE CERTIFICATE OF AMENDMENT FOR  
DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Del Mar Village, Section 1, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2656 at Page 1621; and

WHEREAS, the Revived Declaration of Covenants and Restrictions for Del Mar Village, Section 1, has been recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 22508 at Page 1771; and

WHEREAS, a Certificate of Amendment (the "Certificate") was recorded in the Public Records of Palm Beach County, Florida, on December 10, 2009, at Official Record Book 23588 at Page 0687. The Certificate recorded an Amended and Restated Declaration of Covenants and Restrictions for Del Mar Village, Section 1, and an Amended and Restated Articles of Incorporation and Amended and Restated By-Laws for Del Mar Village, Section 1, Homeowners Association, Inc.; and

WHEREAS, the Certificate contained clerical errors in that the Declaration of Covenants and Restrictions was incorrectly identified as the Declaration of Condominium and the Amended and Restated Declaration of Covenants and Restrictions was incorrectly identified as the Amended and Restated Declaration of Condominium; and

WHEREAS, this Corrective Certificate of Amendment is being recorded to correct the clerical errors in the Certificate only, and all of the attachments to the Certificate remain unchanged.

NOW, THEREFORE, the Certificate recorded in the Public Records of Palm Beach County, Florida, on December 10, 2009, at Official Record Book 23588 at Page 0687, is amended to read as follows:

WHEREAS, the Declaration of Covenants and Restrictions for Del Mar Village, Section 1, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2656 at Page 1621; and

WHEREAS, the Articles of Incorporation and By-Laws for Del Mar Village, Section 1, Homeowners Association, Inc. are attached as exhibits thereto; and

WHEREAS, the Revived Declaration of Covenants and Restrictions for Del Mar Village, Section 1, has been recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 22508 at Page 1771;

WHEREAS, at a duly called and noticed meeting of the membership of Del Mar Village, Section 1, Homeowners Association, Inc., a Florida not-for-profit corporation, held November 19, 2009, which was recessed to and reconvened on December 8, 2009, the aforementioned Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws are a true and correct copy of the Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Declaration of Covenants and Restrictions, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws replaces the original Declaration of Covenants and Restrictions and Articles of Incorporation and By-Laws recorded on the date and at the official records book and page identified above. All of the exhibits to the original recorded Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Covenants and Restrictions, Articles of Incorporation and By-Laws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**SEE ATTACHED**  
**AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR**  
**DEL MAR VILLAGE, SECTION 1,**  
**AND**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND**  
**RESTATED BY-LAWS OF**  
**DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC.**

\* \* \* \* \*

WITNESS my signature hereto this 11 day of February, 2010, at Boca Raton, Palm Beach County, Florida.

**DEL MAR VILLAGE, SECTION 1,  
HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_

*Cravell F. Rothermel* President

Attest: \_\_\_\_\_

*Dorothy Bevel* Secretary

Witness

*Robert Rubinstein*  
(PRINT NAME)

Witness

*Robert Rubinstein*  
(PRINT NAME)

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 11 day of February 2010, by BRADLEY PETROBERG and DOROTHY BEVER as PRES. and SECRETARY, respectively, of Del Mar Village, Section 1, Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

Beverly A. Tosch (Signature)

BEVERLY A. TOSCH (Print Name)  
Notary Public, State of Florida at Large



ACTIVE: 2875593\_1

Not a certified copy

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQUIRE**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C112)

**CORRECTIVE  
CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR  
DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Restrictions for Del Mar Village, Section 1, was duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 2656 at Page 1621; and

WHEREAS, the Revived Declaration of Covenants and Restrictions for Del Mar Village, Section 1, was duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book 22508 at Page 1771; and

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Del Mar Village, Section 1, Amended and Restated Articles of Incorporation for Del Mar Village, Section 1, Homeowners Association, Inc., and Amended and Restated By-Laws for Del Mar Village, Section 1, Homeowners Association, Inc., were recorded by a Certificate of Amendment recorded in the Public Records of Palm Beach County, Florida, on December 10, 2009, in Official Records Book 23588 at Page 687; and

WHEREAS, Article XII of the recorded Amended and Restated Articles of Incorporation contained a clerical error in that the principal place of business of the Association was incorrect; and

WHEREAS, the Association hereby records this Corrective Certificate of Amendment only with regard to Article XII of the Amended and Restated Articles of Incorporation, to correct the principal place of business of the Association.

NOW, THEREFORE, the undersigned hereby certify that Article XII of the Amended and Restated Articles of Incorporation should read as follows:

**ARTICLE XII  
ADDRESS**

The principal place of business of the Corporation is 7108 Beracasa Way, #203, Boca Raton, Florida 33433, but the Corporation can maintain offices and transact

business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

\* \* \* \* \*

WITNESS my signature hereto this 5<sup>th</sup> day of February, 2010, at Boca Raton, Palm Beach County, Florida.

**DEL MAR VILLAGE, SECTION 1,  
HOMEOWNERS ASSOCIATION, INC.**

Witness  
Giancarlo Gomez Diez  
(PRINT NAME)

By

President

(PRINT NAME)  
*Karen Busch*  
 Witness  
*Karen Busch*  
 (PRINT NAME)

**Attest**

**Secretary**

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2010, by BRADLEY F. ROTHENBERG and DOROTHY BEVER, as PRES. and SECRETARY, respectively, of Del Mar Village, Section 1, Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification and did take an oath.

Sevally A. Trach (Signature)

BEVERLY A. TOSCH (Print Name)  
Notary Public, State of Florida at Large



ACTIVE: 2870512\_1

CFN 20090430581  
OR BK 23588 PG 0687  
RECORDED 12/10/2009 15:27:08  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0687 - 769; (83pgs)

This instrument was prepared by:  
**KENNETH S. DIREKTOR, ESQ.**  
Becker & Poliakoff, P.A.  
625 North Flagler Drive – 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
DEL MAR VILLAGE, SECTION 1  
AND THE ARTICLES OF INCORPORATION AND BY-LAWS FOR  
DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC.**

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WHEREAS, the **Declaration of Condominium for Del Mar Village, Section 1**, has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2656** at Page **1621**; and

WHEREAS, the Articles of Incorporation and By-Laws for Del Mar Village, Section 1, Homeowners Association, Inc. are attached as exhibits thereto; and

WHEREAS, the **Revived Declaration of Condominium for Del Mar Village, Section 1**, has been recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **22508** at Page **1771**;

WHEREAS, at a duly called and noticed meeting of the membership of **Del Mar Village, Section 1, Homeowners Association, Inc.**, a Florida not-for-profit corporation, held **November 19, 2009, which was recessed to and reconvened on December 8, 2009**, the aforementioned Declaration of Condominium, Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration of Condominium, Articles of Incorporation and By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation, and Amended and Restated By-Laws are a true and correct copy of the Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws adopted by the membership at the above-referenced meeting of the membership of the Association, and that the attached Amended and Restated Declaration of Condominium, Amended and Restated Articles of Incorporation and Amended and Restated By-Laws replaces the original Declaration of Condominium and Articles of Incorporation and By-Laws recorded on the date and at the official records book and page identified above. All of the exhibits to the original recorded Declaration of Condominium, Articles of Incorporation and By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Condominium, Articles of Incorporation and By-Laws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

SEE ATTACHED  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR  
DEL MAR VILLAGE, SECTION 1,  
AND  
AMENDED AND RESTATED ARTICLES OF INCORPORATION AND AMENDED AND  
RESTATED BY-LAWS OF  
DEL MAR VILLAGE, SECTION 1,  
HOMEOWNERS ASSOCIATION, INC.

\* \* \* \* \*

WITNESS my signature hereto this 9<sup>th</sup> day of December, 2009, at Boca Raton,  
Palm Beach County, Florida.

DEL MAR VILLAGE, SECTION 1,  
HOMEOWNERS ASSOCIATION, INC.

Carmen A. Sierra  
Witness  
CAKMAN A. SIERRA  
(PRINT NAME)

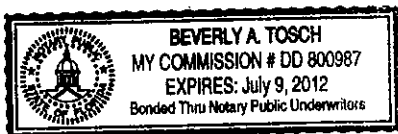
By: [Signature] Bradley F. Rothenberg President

[Signature]  
Witness  
RAEEN BUSCH  
(PRINT NAME)

Attest: [Signature]  
DOROTHY BEVER Secretary

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 9<sup>TH</sup> day of  
DECEMBER 2009, by BRADLEY ROTHENBERG and DOROTHY BEVER,  
as PRES. and SECRETARY, respectively, of **Del Mar Village, Section 1, Homeowners  
Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. They are  
personally known to me, or have produced \_\_\_\_\_ as identification and did take  
an oath.



[Signature] (Signature)

BEVERLY A. TOSCH (Print Name)  
Notary Public, State of Florida at Large

This instrument was prepared by:  
Kenneth S. Direktor, Esquire  
Becker & Poliakoff, P.A.  
625 North Flagler Drive, 7<sup>th</sup> Floor  
West Palm Beach, Florida 33401

**AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**DEL MAR VILLAGE, SECTION 1**  
**SUBSTANTIAL REWORDING OF**  
**DECLARATION OF COVENANTS AND RESTRICTIONS -**  
**SEE CURRENT DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR CURRENT TEXT**

This Amended and Restated Declaration of Covenants and Restrictions for Del Mar Village, Section 1, is made this 8<sup>th</sup> day of December, 2009.

**WITNESSETH:**

**WHEREAS**, the Declaration of Restrictions relating to Del Mar Village, Section 1 (hereinafter the "Original Declaration") was recorded at Official Records Book 2656, Page 1621, of the Public Records of Palm Beach County, and described the property affected thereby;

**WHEREAS**, the Original Declaration was amended in 1999 and 2001, said amendments being recorded at Official Records Book 10999, Page 955, and Official Records Book 12523, Page 49, respectively, both of the Public Records of Palm Beach County, Florida;

**WHEREAS**, the Articles of Incorporation attached to the Original Declaration as Exhibit A were amended in 2001, said amendment being recorded at Official Records Book 12523, Page 49, of the Public Records of Palm Beach County, Florida;

**WHEREAS**, the Bylaws attached to the Original Declaration as Exhibit B were amended in 1993 and 2001, said amendments being recorded at Official Records Book 7645, Page 954, and Official Records Book 12523, Page 49, respectively, both of the Public Records of Palm Beach County, Florida; and

**WHEREAS**, the Plat of the property being the subject hereof is recorded in Plat Book 32, Pages 131, 132 and 133 (hereinafter the "Plat") of the Public Records of Palm Beach County, Florida.

**NOW, THEREFORE**, the Association, on behalf of its members, as defined herein and in the attached Articles of Incorporation and Bylaws, hereby states that all of the following real property:

DEL MAR VILLAGE, SECTION 1, a Subdivision, according to the Plat thereof, as recorded in Plat Book 32, Pages 131 through 133, inclusive, of the Public Records of Palm Beach County, Florida (hereinafter "Del Mar Village, Section 1")

is hereby subject to this Amended and Restated Declaration of Covenants and Restrictions and must be held, transferred, sold, conveyed, occupied, operated and managed subject to the covenants, restrictions, easements, charges and liens hereinafter set forth and that this Amended and Restated Declaration of Covenants and Restrictions supersedes, amends and replaces the provisions of all of the aforementioned Declarations, Covenants and other instruments affecting the property being the subject hereof.

1. **DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
  - 1.1 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.
  - 1.2 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Lot Owner.
  - 1.3 "Association" means DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of Del Mar Village, Section 1.

- 1.4 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 1.5 "Bylaws" mean the Amended and Restated Bylaws of the Association, as they are amended from time to time.
- 1.6 "Committee" means a group of Board members, Lot Owners or Board members and Lot Owners appointed by the Board to assist the Board in the management and operation of the Community.
- 1.7 "Common Area" means and includes all real property within Del Mar Village, Section 1, which is dedicated to, owned or leased by the Association for use by its Members and/or maintenance by the Association, regardless of whether title has been conveyed to the Association.
- 1.8 "Common Expenses" means: (1) expenses of administration and management of the Community; (2) expenses of maintenance, operation, protection, repair or replacement of Common Areas; (3) expenses declared Common Expenses by the provisions of this Declaration or the Bylaws; (4) any valid charge against the Association or against the Community; (5) the costs of carrying out the powers and duties of the Association; (6) Expenses incurred by the Association in promoting the health, safety, recreational and social welfare of the Members; (7) all expenses properly incurred by the Association in the performance of its duties; (8) reserves as the Board may determine to be necessary and proper to protect the long term interests of the Association; and (9) the cost of a master antenna television system, duly franchised cable, satellite or similar television service obtained pursuant to a bulk contract, bulk internet service, any bulk telecommunications wiring and services and bulk telephone services in the sole discretion of the Board of Directors.
- 1.9 "Community" means the real property that is subject to this Declaration, otherwise referred to as Del Mar Village, Section 1.
- 1.10 "County" means the County of Palm Beach, State of Florida.
- 1.11 "Declaration" means this instrument, as it is amended from time to time, which is a covenant running with the land and which subjects the land subject hereto to the jurisdiction and control of the Association.

- 1.12 "Institutional Mortgagee" means only those lending institutions having a mortgage lien upon a Lot, and is limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board hereafter designates as such in writing which have acquired a mortgage upon a Lot; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board hereafter designates as such in writing which has acquired a mortgage upon Lots.
- 1.13 "Legal Fees" mean (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings; and (b) court costs through and including all trial and appellate levels and postjudgment proceedings.
- 1.14 "Lot" means a parcel within the Community which contains an individual residence and is subject to exclusive ownership by a Lot Owner, all of which are identified in the Plat.
- 1.15 "Lot Owner" or "Owner of a Lot" or "Owner" means the record owner of a Lot.
- 1.16 "Member" means an Owner who, or which, is a member of the Association.
- 1.17 "Utility Services", as used in this Declaration, the Articles of Incorporation and Bylaws includes, but is not limited to, electric power, gas, water, heating, air-conditioning, bulk cable television, bulk satellite or similar service, bulk internet, bulk telephone, sprinkler, irrigation, drainage, sewage and garbage disposal.

## **2. DESCRIPTION OF COMMUNITY.**

- 2.1 Purpose of Association. The Association is organized for the purpose of providing services and facilities for the benefit of the Lot Owners and other persons living in the Community. The Association has the right to perform any duty that any Owner in the Community fails to perform. The powers, rights and duties of the Association are set forth herein and in the Articles of Incorporation and Bylaws of the Association. In order to pay for the services and facilities it is authorized to provide, the Association charges assessments against Lots and their Owners. The assessments levied by the Association can be used for any proper Common Expense for the Community. The Board can determine which services are to be provided from time to time and the extent of the service to be provided.
- 2.2 Identification of Lots. The Community contains one hundred one (101) Lots. The following items pass with a Lot as appurtenances thereto: (a) membership in the Association with full voting rights appurtenant thereto; and (b) other appurtenances as are provided by this Declaration, and Chapter 720, Florida Statutes, as amended from time to time.
- 2.3 Lot Boundaries. Each Lot includes that part of the Community subject to exclusive ownership by a Lot Owner, as depicted in the Plats.
- 2.4 Title to Common Area. Title to the Common Areas is held by and in the name of the Association, subject to the terms and conditions of this Declaration.

## **3. EASEMENTS.** The following easements are hereby created:

- 3.1 Perpetual Nonexclusive Easement. The walks and other rights-of-way in this Community shown on the Plats are, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access in, over and across the same to public ways, including dedicated streets, and to and from all portions of the Community, which easement is hereby created in favor of all the Owners in this Community now or hereafter existing for their use and for the use of their family members, guests, invitees or lessees, the Association and such utility and other service companies as may be from time to time designated by the Board for ingress and egress, for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable

television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like, and for all purposes incidental thereto. The Board has the right to impose upon the Common Areas henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Community. The use of the foregoing easements is subject to such rules and regulations as the Board may make and amend from time to time.

- 3.2 Easements and Cross-Easements on Common Areas. The Common Areas of the Community are and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such utility, telecommunications and other service companies as may be from time to time designated by the Board to and from all portions of the Community for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric, power, telephone, sewer, water, gas, drainage, irrigation, lighting, television, transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal, and the like and for all purposes incidental thereto. The Board has the right to impose upon the Common Areas henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Community.
- 3.3 Settlement or Movement of Improvements. All the Community is subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Community or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. The above easements continue until such encroachments no longer exist.
- 3.4 Use of Common Areas By Members. Every Member has a right in easement of enjoyment in and to the Common Area, which is appurtenant to and passes with title to every Lot and every Member has a right of enjoyment in the Common Area. The rights of the Members provided for in this subsection are subject to such Rules and Regulations as may be made and amended from time to time by the Board of Directors of the Association, the enforcement rights of the Association set forth herein, the right of the Association to mortgage any of the Common Areas and the right of the Association to dedicate or transfer all or any part of the Common Areas to a public agency, authority or utility. No such mortgage, dedication or transfer

of all or part of the Common Areas is permitted without the prior written approval of a majority of the total membership of the Association, either at a properly noticed meeting or through written agreement in lieu of a meeting.

- 3.5 Delegation of Use. Any Member can delegate his or her right of enjoyment in and to the Common Areas and Facilities to the approved lessees of his Lot subject to the terms and conditions set forth herein.

**4. PERCENTAGE OF COMMON EXPENSES, MEMBERSHIP AND VOTING RIGHTS.**

- 4.1 Percentage Of Common Expenses. Each Lot bears an equal percentage share of the Common Expenses. The share of the Common Expenses is levied per ownership address regardless of whether the dwelling is situated on a single Lot or a double Lot.
- 4.2 Membership. Every Owner of a Lot is a Member of the Association and has the rights and obligations set forth herein and in the Articles of Incorporation, Bylaws and Rules and Regulations of the Association. Membership is appurtenant to and cannot be separated from ownership of Lot. Change of membership in the Association is established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to the Lot, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument becomes a Member of the Association by the Owner's acceptance of such instrument, and the membership of the prior Owner is automatically terminated.
- 4.3 Voting. An Owner or Owners of a Lot are collectively entitled to one (1) vote per ownership address regardless of whether the dwelling is situated on a single Lot or a double Lot.

5. **AMENDMENTS.** Except as elsewhere provided herein, amendments to this Declaration are effected as follows:

- 5.1 By the Association. Notice of the subject matter of a proposed amendment is included in the notice of any meeting at which a proposed amendment is to be considered or the written agreement through which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment can be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the total voting interests of Lots of the Association. Except as elsewhere provided, approval must be by the affirmative vote of seventy-five percent (75%) of the voting interests of the Members of the Association, present and voting, in person or by proxy, either at a meeting at which a quorum is established or by written agreement, provided at least a quorum participates, but in no event can the number of Members required to approve an amendment be less than a majority of the total voting interests of all Members.
- 5.2 Execution and Recording. An amendment must be evidenced by a certificate of the Association which includes recording data identifying the Declaration and must be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Palm Beach County.
- 5.3 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment can materially and adversely alter or modify the proportionate voting interest appurtenant to a Lot, or increase the proportion or percentage by which the Lot shares the Common Expenses of the Association, unless the record Owner(s) thereof joins in the execution of the amendment.

No provision of this Declaration can be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration must contain the full text of the provision to be amended; new words must be inserted and the text underlined; and words to be deleted must be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording

of Declaration. See provision ... for present text." Non-material errors or omissions in the amendment process do not invalidate an otherwise properly promulgated amendment.

6. **MAINTENANCE, REPAIR AND REPLACEMENT OF LOTS AND COMMON AREAS.**

- 6.1 Common Areas. All maintenance, repairs and replacement of, in or to the Common Areas must be performed by the Association as a Common Expense.
- 6.2 Lots. All Lots and the improvements thereon must be maintained, repaired and replaced, as appropriate, by the Lot Owner.
- 6.3 Contractors. All maintenance, repair or replacement, which is the responsibility of the Association, must be performed by contractors with appropriate licensure and such insurance as the Board of Directors requires. Any work which affects the Common Areas in any way cannot be done without prior written notice to the Association and the Association can, in the discretion of the Board, supervise such work. The Association must be named as an additional insured on the applicable Contractor(s)' insurance policy(ies) before work is commenced.
- 6.4 Maintenance Standard. All Lot Owners must fulfill their maintenance obligations for their Lots, specifically including, but not limited to, the roofs, exterior of the dwelling, sidewalks, driveways, pools, fences and front yards in a neat and orderly condition at all times. Should any Lot Owner fail to fulfill his or her maintenance obligations for the Lot as set forth above, the Association is authorized to utilize the remedies provided in Article 16 of this Declaration, including the remedy of self-help provided in Article 16.5, any remedy provided in the Bylaws, Articles of Incorporation, the Rules and Regulations, Chapters 720 and 617 of the Florida Statutes and all other available remedies at law or in equity.

7. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON AREAS.** The Common Areas may be subject to such additions, alterations or improvements as are approved by the Board of Directors, provided, however, that any such addition, alteration or improvement costing in excess of twenty-five percent (25%) of the annual budget then in effect, including operating expenses and reserves, requires the approval of two-thirds (2/3) of the votes of the Members present and voting in person or by proxy at a meeting at which a quorum is established or by written agreement, provided a quorum of the Members participates. The foregoing provision also applies to any acquisition of real property by the Association, whether or not contiguous with the Land comprising the Community. The foregoing provision does not apply to any landscaping, whether as an addition, alteration or an improvement to Common Areas. Landscaping decisions are made exclusively by the Board of Directors and do not require Member approval.
8. **ARCHITECTURAL REVIEW COMMITTEE.** No construction, which term includes within its definition, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, no installation of any additional improvements or equipment, and no plantings or removal of plants, trees, or shrubs can be undertaken by any Lot Owner except in strict compliance with this Section and until the following requirements have been fully satisfied. All work subject hereto must be approved in writing by the Architectural Review Committee (the "ARC") before such work commences. The Architectural Review Committee can require that construction plans be submitted together with a deposit of Five Hundred (\$500.00) Dollars which deposit will be retained, in a non-interest bearing account, by the Association as security (1) for the Lot Owner's compliance with all provisions of the governing documents and construction in accordance with the plans submitted and approved, and (2) for repair or replacement of any property of the Association or any third (3<sup>rd</sup>) party damaged during construction of the improvement to the Lot. The deposit will only be returned to the Lot Owner upon completion of the construction or installation on the Lot if construction or installation was accomplished in full compliance with all provisions of the Declaration and after repair or replacement of any property damaged during construction or installation of the structure, improvement, landscaping or alteration on the Lot to the satisfaction of the Board of Directors. The Board of Directors can establish additional reasonable fees to be charged by the ARC on behalf of the Association for review of an application for approval hereunder, which fees, if established, must be paid in full prior to review of any application hereunder. All structures constructed on any portion of the Community must be designed and built in accordance with the plans and specifications submitted to and approved in writing by the ARC. The foregoing is not be applicable to temporary decorations, such as holiday decorations,

although the Board of Directors is authorized to adopt rules and regulations with regard to such decorations.

- 8.1 Architectural Review Committee. The ARC must be appointed by the Board of Directors and has jurisdiction over all construction on any portion of the Community.

The ARC can prepare and, upon approval of the Board of Directors, can promulgate design and development guidelines and application and review procedures.

Plans and specifications showing the nature, kind, shape, color, size, materials and location of such modifications, additions, or alterations must be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein can be construed to limit the right of a Lot Owner to remodel or paint the interior of his residence; provided, modification or alterations to portions of a Lot which are visible from the Common Areas are subject to approval hereunder. In the event that the ARC fails to take any action to approve or to disapprove plans which have been properly submitted with the appropriate fee and deposit in cleared funds or to request additional information required within thirty (30) days after submission, the plans are approved.

- 8.2 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, is not a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matter whatever subsequently or additionally submitted for approval or consent.
- 8.3 Variance. The ARC can authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance can: (a) be effective unless in writing; (b) be contrary to the restrictions set forth in this Declaration; or (c) estop the ARC from denying a variance, whether similar or not, in other circumstances.

- 8.4 Compliance. Any contractor, subcontractor, agent, employee or other invitee of a Lot Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC can be prohibited by the ARC from performing services within the Community.
- 8.5 Right to Inspect. There is specifically reserved unto the Association and/or the ARC the right of entry and inspection upon any Lot for the purpose of determination by the Association and/or ARC whether there exists any construction or any improvements which violate the terms of any approval by the ARC or the terms of this Declaration.
- 8.6 Indemnity. The Association indemnifies and holds harmless the ARC and its members from all costs, expenses and liabilities, including attorney's fees (but only for an attorney selected by the Board of Directors of the Association) incurred by virtue of any service by a person as a member of the ARC, except in the case of gross negligence or willful misconduct of the person seeking indemnification.
- 8.7 ARC Liability. Neither the ARC, the Association nor any of their representatives, Board members, officers, employees or agents is liable for damages to anyone submitting plans for approval or to any Lot Owner or occupant by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Lot Owner making or causing to be made any proposed improvement or additions on any portion of the Community agrees, for such Lot Owner and his or her grantees, assignees or successors in title or interest to hold the ARC, the Association, its officers and directors and all other Lot Owners harmless from any liability for any damage, injury or loss whatsoever, including, but not limited to, attorney's fees and costs, and from expenses or damages arising from the construction and installation of any proposed improvement and such Lot Owner is solely responsible for the maintenance, repair, replacement and insurance of any improvement, alteration, modification or change and for assuring that the proposed improvement meets all applicable governmental approvals, rules and regulations.

No approvals as provided herein represent or imply that the proposed improvement, if constructed in accordance with the approved plans and specifications will result in properly designed and constructed improvements or will meet all applicable building codes, applicable governmental permits or other governmental requirements.

Each Owner acknowledges that neither the Association nor the ARC, nor any person acting on behalf of any of the foregoing, has made or is authorized to make, any representation or commitment that any view or line of sight is preserved, protected or will remain unobstructed, and there are no express or implied easements for view purposes appurtenant to any Lot.

- 8.8 Enforcement. If, within thirty (30) days after the mailing by the Association of written notice to the Lot Owner of non-compliance with the provisions of this Declaration, the Governing Documents or any ARC guidelines or rules and/or of damage of any property resulting from construction or installation of a structure, improvement, landscaping or an alteration on the Lot, the Lot owner fails (1) to achieve compliance with all applicable provisions and/or (2) to repair or replace the damaged property, the Association, its Representatives, or agent has the right to enter onto the Lot to bring the Lot into compliance with all applicable provisions and to repair or replace the damaged property. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by law, must be charged to the Lot Owner and becomes a lien on the subject Lot, which lien is effective, has the same priority and is enforced by the same procedures set forth in Article 11 of this Declaration. The remedies set forth herein are not exclusive and are cumulative with all other remedies provided for in this Declaration.
- 8.9 Landscaping. Landscape plans for each Lot must be approved by the ARC prior to commencement of construction or commencement of material renovations or modifications to the existing landscaping. Minimum criteria includes a fully sodded and sprinklered lawn, six (6) trees eight (8) feet tall or higher with a minimum trunk diameter of three (3) inches, and at least twenty-four (24) shrubs of at least eighteen (18) inches in height. Maximum criteria for perimeter hedges must not exceed eight (8) feet in height and three (3) inches in width. No material alteration to the landscaping plans for each Lot may be undertaken without prior written approval from the ARC, including, but not limited to, the removal of any trees. The foregoing provision does not apply to the planting of flowers in existing flower beds or at the base of trees. The foregoing provision does not apply to landscaping in the Common Areas. No landscaping or construction work is permitted by outside contractors before 8:00 a.m. or after 6:00 p.m. Monday through Friday or at any time during weekends or national holidays, except in the event of an emergency. The foregoing does not preclude an owner who

personally does his own landscaping from doing so on weekends or national holidays. However, no Owner can do landscaping before 8:00 a.m. or after 6:00 p.m. on any day.

- 8.10 Roof Materials. Exterior roof materials must be clay or cement tile material only. No composition materials are allowed.
- 8.11 Building Location. No building can be located on any Lot nearer than twenty (20) feet to the front lot line, or nearer than fifteen (15) feet to any side street line. No building can be located nearer than five (5) feet to an interior lot line. No building can be located nearer than seven and one-half (7-1/2) feet to any rear lot line. No building can be located over any easement of record. For the purpose of this covenant, eaves, steps and open porches are not considered part of a building. The east sixty (60) feet of all Lots abutting Powerline Road must be utilized for landscaping purposes and no structures of any kind can be build, constructed or erected on said east sixty (60) feet, including swimming pools, fencing and walls.
- 8.12 Dwelling Size. The ground floor area of the main structure, exclusive of open porches and garages, shall not be less than 1,700 square feet.
- 8.13 Carports. No carports are allowed and all houses must include at least a two-car garage.
- 8.14 Fencing. No fences are permitted unless approved by the ARC. Under no circumstances will a fence be allowed which exceeds six (6) feet in height or that extends any further towards the front of the Lot than the rear house line. No chain link fences are allowed.

**9. OPERATION OF THE COMMUNITY BY THE ASSOCIATION; POWERS AND DUTIES.**

- 9.1 Powers and Duties. The Association is the entity responsible for the operation of the Community. The powers and duties of the Association include those set forth in this Declaration, as well as the Bylaws and Articles of Incorporation of the Association (respectively, Exhibits "A" and "B" annexed hereto), as amended from time to time. In addition, the Association has (i) all the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of this Declaration, the Articles or the Bylaws; and (ii) any Statute applicable to

homeowners associations, as same may be amended from time to time, including without limitation:

- (a) The power to declare, make and collect regular and special Assessments and other charges against Lot Owners without Lot Owner approval.
- (b) The power to regulate, administer, convey, lease, maintain, repair and replace the Common Areas.
- (c) The power to purchase Lots at foreclosure sales or pursuant to Section 15 hereof and to hold, lease, mortgage or sell a Lot so acquired.
- (d) The power to acquire or convey title to or mortgage personal property and to hold, regulate, administer, convey, lease, maintain, repair, and replace same.
- (e) The right to grant, modify or move easements which are part of or cross the Common Areas.
- (f) The duty to maintain official records according to good accounting practices, and the requirements of the Statute applicable to homeowners associations, as same may be amended from time to time.
- (g) The power to contract for the management and maintenance of the Community and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Areas with such funds made available by the Association for such purposes. The Association and its officers must, however, retain at all times the powers and duties granted in the governing documents, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (h) The power to borrow money, execute promissory notes, obtain a line of credit, and other evidences of indebtedness and to give as security

thereof mortgages and security interests in property owned by the Association, all without Lot Owner approval.

- (i) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Areas and the Lots.
- (j) In addition to Board authority granted by law and the governing documents, the Board has the power and authority to adopt emergency Rules and Regulations governing the use and occupancy of the Lots, Common Areas and Association property, with notice given only to those Directors with whom it is practicable to communicate.

In the event of conflict between the powers and duties of the Association as set forth in the terms and provisions of this Declaration and the exhibits attached hereto, this Declaration takes precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time.

- 9.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Community, the Association is not liable to Lot Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Community. Further, the Association is not liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Lot Owners regardless of whether or not they have been approved by the Association pursuant hereto. Further, the Association is not liable to any Lot Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 9.3 Restraint Upon Assignment of Shares in Assets. The share of a Lot Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot.

9.4 Acts of the Association. Unless the approval or action of Lot Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or Bylaws can be given or taken by the Board of Directors, without the consent of Lot Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.

10. **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR.** The Board of Directors will from time to time, and at least annually, prepare a budget for the Community, determine the amount of Assessments payable by the Lot Owners to meet the Common Expenses of the Community and allocate and assess such expenses equally among the Lots. Additionally, the Board of Directors can levy special assessments when determined by the Board of Directors to be necessary which will also be allocated equally among the Lots unless otherwise provided in this Declaration. The Board of Directors must advise all Lot Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and must furnish copies of each budget, on which such Assessments are based, to all Lot Owners. Incidental income to the Association, if any, can be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board can determine from time to time, and need not be restricted or accumulated. Any Budget adopted is subject to change to cover actual expenses at any time. Any such change will be adopted consistent with the provisions of the Bylaws. In addition to Common Expenses, the Board of Directors can estimate and maintain in each budget such reserves as the Board of Directors determines to be necessary and proper.

11. **COLLECTION OF ASSESSMENTS.**

11.1 Liability for Assessments. A Lot Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments and other charges coming due while that person is the Lot Owner. Except as provided in Section 11.4 below, the Lot Owner is also jointly and severally liable with the previous Owner for all unpaid Assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. The

person acquiring title must pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due, entitles the Association to record a claim of lien against the Lot and proceed in the same manner set forth herein for the collection of unpaid Assessments. The liability for Assessments cannot be avoided by waiver of the use or enjoyment of any Common Areas or by the abandonment of the Lot for which the Assessments are made or otherwise.

- 11.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof are due on the first (1<sup>st</sup>) day of each month, quarter or half-year as determined by the Board of Directors, and, if not paid within ten (10) days from the date when they are due, bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association must charge an administrative late fee in an amount not to exceed the maximum amount permitted by the applicable Statute, as same may be amended from time to time, and if the Statute is silent, in an amount not to exceed Twenty-five Dollars (\$25.00) or five percent (5%) of the delinquent installment, whichever is greater, on Assessments and installments thereof not paid when due. All partial payments upon account must be applied in the manner required by the applicable Statute, as same may be amended from time to time, and if the Statute is silent, received payments must be applied first to interest, then to late charges, costs and attorneys' fees, and the balance of any partial payment must then be applied to reduce outstanding Assessments. The Association has a lien on each Lot to secure the payment of Assessments. The lien is effective from and relates back to the date of recording of the original Declaration. However, as to an Institutional First Mortgagee of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of Palm Beach County. All claims of lien must state the legal description of the Lot, the name of the record Owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien secures (whether or not stated therein) all unpaid regular and special Assessments, which are due at the time a claim of lien is recorded, as well as all regular and special Assessments which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property

is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees and costs incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid, the Association may declare the Assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 11.6 below.

- 11.3 Appointment of Receiver to Collect Rental. If the Lot Owner remains in possession of the Lot or rents the Lot, the rents are hereby deemed assigned to the Association upon default by the Lot Owner in the timely payment of Assessments or any other fee, charge or cost owed by the Lot Owner to the Association and the Association can collect rental from the lessee if the Lot is rented, from the Lot Owner if the Lot Owner remains in possession after an action for foreclosure is filed or from anyone else in possession of the Lot, and can request the Court, in its discretion, to require the lessee, the Lot Owner or the other person in possession of the Lot to pay such rental for the Lot into the Court Registry, to the Association directly or in the alternative to appoint a receiver to collect such rental on behalf of the Association.
- 11.4 Institutional First Mortgagee. An Institutional First Mortgagee acquiring title to a Lot as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, cannot, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. However, the Institutional First Mortgagee is not liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Lot which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed, except to the maximum extent provided in the applicable Statute, as same may be amended from time to time. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all of the Lot Owners, including such acquirer, and such acquirer's successors and assigns.

11.5 Installments. Regular Assessments can be collected monthly, quarterly or semi-annually, in advance, at the option of the Board from time to time. Special assessments are payable on such terms as may be established by the Board.

11.6 Acceleration of Assessment Installments Upon Default. If a Lot Owner is in default in the payment of any installment payment of an Assessment, the Board can accelerate the remaining installment payments of the Assessment upon ten (10) days notice to the Lot Owner, and the then unpaid balance of the Assessment is then due upon the date stated in the notice.

**12. INSURANCE PROVISIONS.** Insurance covering the Community is governed by the following provisions:

12.1 Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein covering the Common Areas can be purchased by the Association and if purchased, must be issued by an insurance company authorized to do business in Florida.

(b) Named Insured. The named insured must be the Association.

(c) Custody of Policies and Payment of Proceeds. All policies must provide that payments for losses made by the insurer must be paid to the Association or any Insurance Trustee appointed by the Board, and all policies and endorsements thereto must be deposited with and held by the Board or the Insurance Trustee.

(d) Lot Owner Property and Liability. Each Lot Owner must provide coverage as required in Section 12.4 below.

12.2 Coverage. The Association must use its best efforts to maintain insurance covering the following:

(a) Casualty. Blanket all risk coverage for all Common Areas and all improvements thereon from time to time, together with all fixtures, service equipment, personal property and supplies constituting part of the Common Areas, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding

foundation and excavation costs. Such policies can contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage must afford protection against:

- (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and improvements similar to the Community in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability with a combined single limit liability of not less than One Million Dollars (\$1,000,000.00) for each accident or occurrence, Five Hundred Thousand Dollars (\$500,000.00) per person and Fifty Thousand (\$50,000.00) Dollars for property damage and directors' and officers' liability insurance.
  - (c) Worker's Compensation and other mandatory insurance, when applicable.
  - (d) Flood Insurance if required or if the Association so elects.
  - (e) Fidelity Insurance. The Association must obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent or bookkeeper at any one time, or in an amount not less than the minimum sum required by the applicable Statute, as same may be amended from time to time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary and treasurer of the Association. All persons providing management services to the Association and required to be licensed pursuant to law must provide the Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required herein.

- (f) Such Other Insurance as the Board of Directors of the Association determines from time to time to be desirable.

- 12.3 Premiums. Premiums upon insurance policies purchased by the Association must be paid by the Association as a Common Expense.
- 12.4 Lot Owner Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Lot Owner covenants and agrees with all other Lot Owners and with the Association that each Lot Owner must carry blanket all-risk casualty insurance with a minimum \$200,000 in liability coverage on the Lot and all insurable improvements thereon. Each Lot Owner further covenants and agrees that, in the event of a loss, damage to or destruction of the structures on the Lot, the Lot Owner must remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure(s) as soon as reasonably practicable but in any event within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 8 of this Declaration, as amended or renumbered from time to time. The Lot Owner must pay any costs of repair or reconstruction which are not covered by insurance proceeds. Any such repair or reconstruction must be substantially in accordance with the original plans and specifications (allowing for building or fire code changes and technical or functional improvements) or as otherwise approved by the Architectural Review Committee.
- 12.5 Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Community covered by insurance issued in the name of the Association, the Board of Directors or its duly authorized agent must proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes or other governmental requirements.
- 12.6 Disbursement of Proceeds. Proceeds of insurance policies must be disbursed as follows: If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as are required for such purpose, must be disbursed in payment of such repairs or reconstruction as such repairs are determined by the Board of Directors. Any proceeds remaining after defraying such

costs of repair or reconstruction, or in the event no repair or reconstruction is made, shall be treated as Common Surplus.

- 12.7 Repair and Reconstruction. If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors can levy a special assessment against all Lot Owners on the same basis as provided for Common Expenses.

**13. CONDEMNATION.**

- 13.1 Awards For Condemnation. The taking of portions of the Common Areas by the exercise of the power of eminent domain can, in the discretion of the Board of Directors, be deemed to be a casualty, and the awards for that taking may be deemed to be proceeds from insurance on account of the casualty to be held and/or distributed as determined by the Board of Directors.
- 13.2 Taking of Common Areas. Awards for the taking of Common Areas can be used to render the remaining portion of the Common Areas usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work exceeds the balance of the funds from the awards for the taking, the work must be approved in the manner provided in Section 7 hereof, as amended or renumbered from time to time. The balance of the awards for the taking of Common Areas, if any, can be held by the Association and applied against current or future Common Expense.
- 13.3 Amendment of Declaration. The changes in the Common Areas that are affected by the taking must be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

**14. OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Community and for the protection of the values of the Lots, subject to the other provisions of any Governing Documents, which may impose additional and/or stricter requirements than those set forth herein, the use of the Community is restricted to and must be in accordance with the following provisions:

- 14.1 Occupancy. Each of the Lots must be occupied only by the record owner or owners of the Lots, their guests, lessees and invitees, as a residence and for no other purpose. No Lot may be divided or subdivided into smaller Lots nor

any portion sold or otherwise transferred without amending this Declaration to show the changes in the Lots to be affected. The Lot must be used for single-family residences only. No separate part of a Lot can be rented and no transient (as defined in Chapter 509, Florida Statutes) can be accommodated therein for compensation or commercial purpose. As used in this Declaration and elsewhere in the Governing Documents, "family", "single family", or words of similar import are defined as not more than two (2) unrelated persons living together as a single housekeeping unit, or two (2) or more persons related by blood, marriage, or adoption and living together as a single housekeeping unit. No Lot can be permanently occupied by more than three (3) persons per bedroom. Permanent occupancy is defined as living in the Lot as a sole or primary residence, residing in the Lot for a larger prorata portion of time than any other residence, or residing in the Lot for more than thirty (30) consecutive days. Joint owners or multiple occupants must intend to and actually occupy the Lot together as a single family and as their primary or secondary residence. In the event a Lot is intended to be or is actually occupied by a Lot Owner and a non-owner, the Lot Owner must be the primary occupant of the Lot and must occupy the Lot for as much or more time per calendar year as the non-Lot Owner. Any non-Lot Owner occupying the Lot for thirty (30) days in the absence of the Lot Owner is deemed the primary occupant of the Lot, in violation of this provision, and must vacate the Lot, unless the Lot is leased in accordance with the leasing restrictions contained in this Declaration and the Governing Documents.

- (a) Guest Occupancy. A "guest" is defined as a person who enters upon the Lot at the invitation of a Lot Owner or tenant, (or their respective families) for the purpose of visiting the Lot Owner or tenant (or their respective families). Guests cannot bring pets into the Community and pets owned by guests are prohibited in the Community. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:
  - (1) Overnight Guests When Lot Owner or Tenant is in Residence. Lot Owners and tenants can have overnight guests, so long as the Lot Owner or tenant is in simultaneous residence. A guest cannot stay on the Lot more than thirty (30) days. The Association can restrict or prohibit guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.

- (2) Overnight Guests in the Absence of the Lot Owner or Tenant. Tenants are prohibited from having overnight guests in the absence of the tenants' simultaneous residence. Lot Owners can have overnight guests in the absence of the Lot Owner, subject to the following conditions and such other rules and regulations as deemed necessary by the Board to effectuate the residential, non-transient nature of this Community. The Association can restrict or prohibit guest visitation by persons convicted of, but not limited to, sexual offenses, thefts, assaults and drug offenses.
- (i) A Lot Owner can have an overnight guest in the absence of the Lot Owner for a maximum of fourteen (14) days in each calendar month, for an aggregate duration of not more than sixty (60) days per calendar year. It is the intent of this provision that once any guest or combination of guests occupies a Lot for a combined total of sixty (60) days in a calendar year, the Lot Owner cannot have any guest occupy the Lot overnight in the absence of the Lot Owner until the commencement of a new calendar year.
- (3) Guests Deemed Tenants. Any guest occupying or visiting a Lot contrary to the terms and conditions of this Declaration is deemed an illegal tenant, whether or not any consideration is being exchanged for the use of the Lot. Any guest deemed a tenant is also deemed disapproved, pursuant to the provisions of this Declaration. The Association can evict or eject such guest/tenant, or bring any other legal or equitable action to have such guest/tenant removed from the Lot, as the agent of the Lot Owner, and to recover from the Lot Owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action, whether suit be brought or not through all appellate levels, and/or to prohibit such guests/tenants from accessing the Community; accessing, utilizing, or occupying the Lot; or accessing or utilizing any of the Common Areas or recreational facilities. The remedies provided for herein are cumulative and in

addition to any other remedy the Association has against the Lot Owner or guest/tenant.

- (b) Tenant Occupancy. Entire Lots may be leased, provided the occupancy is only by the lessee and is not for less than one (1) year nor more than one (1) year. No rooms can be leased and no transient tenants can be accommodated. All leases must first be approved by the Association. Renewals or extensions of a lease are prohibited. Every lease must be a new lease. Subleasing is prohibited. The Association can require a uniform form of lease or addendum prepared by the Association to be used, which can contain any provision to protect the Association, including, but not limited to, the right to demand the rent be paid to the Association in the event the Lot Owner defaults in the payment of any assessment, charge, or other amount due to the Association and the right to evict the tenant for violations of the Governing Documents, both as more explicitly provided for herein.
- (1) Occupancy of a Lot by a lessee or prospective lessee prior to the time such lessee and lease are approved by the Board is prohibited and, in the event of such unauthorized occupancy, the application for lease approval is automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized tenancy and to remove the unauthorized tenant. In such event, the lessee and the Lot Owner are jointly and severally liable for the Association's costs and reasonable attorney's fees incurred for the termination of the unauthorized tenancy and the removal of the unauthorized tenant, whether suit be brought or not and through all appellate levels. Only those persons who are named lessees on the lease and who were approved by the Board at the time the lease application was approved can permanently occupy the Lot. Any time after the original approval, any person or persons, regardless of their relationship to the lessee, desiring permanent occupancy must be approved by the Board and the lease must be amended to include such other approved permanent occupant as a named lessee. No persons, other than those specifically enumerated hereinabove, can permanently occupy a Lot. Each tenant and other invitee is governed by and must comply with the provisions of Chapter 720, Florida Statutes, this Declaration

and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, all as same may be amended or renumbered from time to time, and the provisions thereof are expressly incorporated into any lease of a Lot. Actions for damages, injunctive relief, eviction, or removal of the tenant or other invitee or occupant of a Lot, for failure to comply with said provisions, can be brought by the Association against any tenant leasing a Lot and any other invitee occupying a Lot and the provisions hereof are expressly incorporated into any lease of a Lot. Notwithstanding the Association's right to include such provisions in a uniform form of lease or addendum, the Association can evict or eject any lessee, or bring any other legal or equitable action to have such lessee removed from the Community, as the agent of the Lot Owner or on behalf of the Association itself, and to recover from the Lot Owner and/or the lessee, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction, ejectment or other legal or equitable action, whether suit be brought or not, through all appellate levels, and/or to prohibit such lessee from accessing the Community; accessing, utilizing, or occupying the Lot; or accessing or utilizing any of the Common Areas or recreational facilities. The remedies provided for herein are cumulative and in addition to any other remedy the Association has against the Lot Owner or lessee.

- (2) Lot Owners who are delinquent in the payment of any regular assessment, special assessment, fine, interest, late fee, attorney's fee, or any other fee or charge payable to the Association, cannot lease their Lot. Notwithstanding the foregoing, the Board can, but is not obligated to, permit a delinquent Lot Owner to lease his Lot, only if the Lot Owner and the tenant who will lease the Lot both agree to pay all rent to the Association until such time as the Lot Owner is no longer delinquent in the payment of any assessment, fine, interest, fee or charge due the Association.
- (3) The Board of Directors is authorized to promulgate further use restrictions in the form of rules regarding leasing from time to time.

- 14.2 Pets. No animals or pets of any kind may be kept or brought on any portion of the Community or a Lot at any time, except for cats, dogs and fish. Only five (5) such household pets are permitted in any home. All pets must be maintained indoors. Any pet which is an outdoor pet is an illegal pet. Any permitted pet which becomes a nuisance is subject to removal by the Board of Directors, in the Board's sole discretion. Any pet demonstrating dangerous or aggressive propensities, not kept on a leash or in a carrier when outside the residence on the Lot, or whose waste is not properly cleaned up by the Owner, is subject to removal and the Owner is subject to such other enforcement remedies as are provided herein. Waste from pets must be deposited in a sealed bag before being disposed of in the garbage. The Board of Directors has the authority to promulgate rules and regulations, as amended from time to time, regarding additional pet restrictions.
- 14.3 Use of Common Areas. The Common Areas can be used only for furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Lots.
- 14.4 Nuisances. No nuisances, as defined by the Board of Directors from time to time, are allowed in the Community, nor can any use or practice be allowed which is a source of annoyance to residents or occupants of Lots or which interferes with the peaceful possession or proper use of any portion of the Community by its residents or occupants.
- 14.5 No Improper Uses. No improper, offensive, hazardous or unlawful use can be made of the Community or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover must be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Community, must be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Community, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association is not be liable to any person(s) for its failure to enforce the provisions of this subsection. Hazardous materials can only be stored in the Community if reasonably necessary for the maintenance of the Community or operation of any permitted business within the Community. All hazardous materials must be stored, utilized and accounted for in accordance with all governmental requirements. Owners are responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous

materials on their property and any contamination therefrom. If an Owner fails to properly perform his or her maintenance responsibility, the Association has the right, but not the obligation to maintain such hazardous materials and assess all costs incurred by the Association against the Lot and the Owner thereof as a special or benefit assessment. Each Owner indemnifies and holds the Association harmless against any and all expenses, including attorney and paralegal fees and costs, reasonably incurred by or imposed upon the indemnified party as a result of the Owner's use or storage of hazardous materials.

- 14.6 No Trade or Business. No trade, business, profession or any other type of commercial activity can be carried on upon any Lot where the conduct of such trade, business, profession or other type of commercial activity would violate any of the terms or provisions of these covenants, would violate applicable zoning ordinances, would otherwise violate applicable law, or would, within the sole discretion of the Board of Directors, detract from the residential character of the Community, by creating or causing, without limitation, noise, odors, garbage or additional traffic within the Community.
- 14.7 No Sale of Goods. No Owner can permit any portion of the Community, including but not limited to Lots, to be used for the sale of goods of any kind, whether through a garage sale, yard sale or otherwise. Notwithstanding this provision, a garage sale can be conducted by a Lot Owner a maximum of one (1) time per calendar year per Lot.
- 14.8 Trash. Trash, garbage or other waste cannot be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, must be kept in a clean and sanitary condition, and must be placed or screened so the sanitary containers or garbage compactor units are not visible from any road or adjacent property within sight distance of the Lot at any time except during refuse collection. Trash, garbage or other waste can be brought to the property line for refuse collection no earlier than six o'clock pm (6:00 p.m.) the night before refuse collection. Any trash, garbage or other waste located anywhere on the Lot visible from any road or adjacent property within sight distance of the Lot at any time other than six o'clock p.m. (6:00 p.m.) and the actual time of refuse collection is not permitted and subject to enforcement. All garbage containers, recycle containers or other permitted refuse containers must be removed from the property line and returned to a place where they are not visible from any road or adjacent property within sight distance of the Lot by six o'clock p.m. (6:00 p.m.) the day of refuse collection. Any garbage container, recycle container or other

refuse container which is left on the property line or within sight of any road or adjacent property within sight distance of the Lot after six o'clock p.m. (6:00 p.m.) the day of refuse collection, is a violation of this Declaration and subject to enforcement.

No outside burning of wood, leaves, trash, garbage or household refuse is permitted. Clotheslines, if any, must be contained within fenced areas. No clothing or cleaning articles can be hung or displayed on any part of the Lot so that it is visible outside of the Lot or from the street.

14.9 Signs. No sign, symbol, name notice, or advertisement of any kind, including but not limited to signs which advertise the sale or rental of a Lot or Unit, can be posted on any Lot or inscribed or exposed on any window or other part of a Lot or the Common Areas without the prior written approval of the Board. The Board has the right to erect any sign as they, in their sole discretion, deem appropriate. Notwithstanding the foregoing, the restrictions of this paragraph do not apply to any signs displayed for security purposes, provided that such signs are approved as to size, color and location by the Board, in the Board's sole discretion.

14.10 Parking. The following guidelines apply with regard to permitted and prohibited vehicles in the Community (including, without limitation, any assigned or unassigned parking spaces):

(a) ONLY passenger automobiles, station wagons, sport utility vehicles, vans, motorcycles and non-commercial pick-up trucks (pick-up trucks may not exceed one and one-half (1-1/2) ton rated capacity) can park in the Community. Any vehicle which cannot park in the Community is not a permitted vehicle and is an illegal vehicle. No vehicle can be parked touching or on any lawn, yard or on the street, on any right of way or on any swale. All vehicles must be parked only in driveways or in garages.

(b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park in the Community, except as provided by sub-paragraph (iii) below:

(i) Commercial vehicles of any type, including, without limitation, any vehicle, included permitted vehicles listed in subparagraph (a), showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or

otherwise indicating a commercial or other non-personal use or used for commercial purposes;

- (ii) Limousines or "stretch" limousines;
- (iii) Trucks of any type, excluding non-commercial pick-up trucks up to one and one-half (1-1/2) ton rated capacity.
- (iv) Agricultural vehicles;
- (v) Dune buggies;
- (vi) Any trailer or other device transportable by vehicular towing;
- (vii) Semis, tractors or tractor trailers;
- (viii) Buses;
- (ix) Travel trailers;
- (x) Boats and boat trailers with or without boats;
- (xi) Vehicles which are not fully mechanically operable or not currently licensed for use;
- (xii) Motorcycle delivery wagons;
- (xiii) Recreational vehicles;
- (xiv) Mobile homes or mobile houses;
- (xv) Truck mounted campers attached or detached from the truck chassis;
- (xvi) Motor homes or motor houses;
- (xvii) Motor vehicles not having any bodies whatever, or incomplete buggies;
- (xviii) Swamp buggies;

- (xix) Passenger automobiles that have been converted for racing.
- (c) While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles can be parked in designated areas for short periods, but not overnight.
- (d) All vehicles parked on the property contrary to the provisions contained herein are subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing is not the exclusive remedy of the Association.
- (e) Notwithstanding anything herein to the contrary, but subject to subparagraph (c) above, no vehicle or other device is permitted to park in the Community for other than delivery or service call purposes, if its dimensions exceed the dimensions of the parking space assigned or designated.

14.11 Satellite Dishes and Antennae. The Board of Directors can adopt rules and regulations regulating the installation of satellite dishes and antennae within the Community by individual Lot Owners. Notwithstanding such regulations, the Association can install satellite dishes, antennae, or similar devices for the provision of telecommunications service to the Community, without Lot Owner approval and in the Board's sole discretion. No satellite dish or antenna can be installed by any Lot Owner on any portion of the Community except to the extent specifically permitted by the Telecommunications Act of 1996 and the Rules adopted by the Federal Communications Commission. Further, the Board can adopt rules and regulations further regulating and restricting such installations to the extent permitted by the Telecommunications Act of 1996 and the Rules adopted by the appropriate regulatory or governmental authority.

14.12 Down Payment. No offer to sell or purchase can be made or accepted, no offer to sell or purchase is bona fide, no Notice to the Association of an offer to sell or purchase can be made or accepted and no sale or purchase can be completed, unless the offer is accompanied by a down payment of not less than ten percent (10%) of the sales or purchase price. The source of the down payment cannot originate or come from the seller, or any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, or any other person or entity in the

business of lending money or real estate. The down payment must be unrestricted and unconditional, no person or entity can have any right or recourse against the purchaser to recover or recoup all or any portion of the down payment and no property, whether real, personal, or intangible, can serve as security or collateral for the repayment of all or any portion of the down payment.

14.13. Mortgage or other Encumbrance. No single mortgage or encumbrance and no aggregate of mortgages or encumbrances can exceed ninety percent (90%) of the sales or purchase price of the Lot, or ninety percent (90%) of the fair market value of the Lot in a transaction unrelated to the transfer of title to the Lot. A Lot Owner is prohibited from mortgaging or encumbering the Lot in excess of ninety percent (90%) of the sales or purchase price of the Lot, or ninety percent (90%) of the fair market value of the Lot in a transaction unrelated to the transfer of title to the Lot. Any mortgage or encumbrance, or aggregate of mortgages or encumbrances, in violation of this provision is null and void ab initio and of no force or effect. In the event a court of competent jurisdiction determines the portion of this provision to be invalid, unenforceable, or contrary to law, as it relates to a mortgage or encumbrance, or aggregate of mortgages or encumbrances, being void ab initio and of no force or effect, then such portion of this provision must be alternately construed as follows and in the following order:

- (a) Not a First Mortgage. If a mortgage or encumbrance, or aggregate of mortgages or encumbrances, is in an amount greater than ninety percent (90%) of the sales or purchase price, or an amount greater than ninety percent (90%) of the fair market value of the Lot in a transaction unrelated to the transfer of title to the Lot, the mortgage or encumbrance, or aggregate of mortgages or encumbrances, will not be a first mortgage and will be inferior and subject to the Association's Assessment lien. If this subsection is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, then;
- (b) Excess Mortgage Void. To the extent a mortgage or encumbrance, or aggregate of mortgages or encumbrances, is in an amount greater than ninety percent (90%) of the sales or purchase price, or ninety percent (90%) of the fair market value of the Lot in a transaction unrelated to the transfer of title to the Lot, the portion of the mortgage or encumbrance, or aggregate of mortgages and

encumbrances, in excess of such amount will be null and void ab initio and of no force or effect. If this subsection is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, then;

- (c) Excess Mortgage Inferior. To the extent a mortgage or encumbrance, or aggregate of mortgages or encumbrances, is in an amount greater than ninety percent (90%) of the sales or purchase price, or ninety percent (90%) of the fair market value of the Lot in a transaction unrelated to the transfer of title to the Lot, the portion of the mortgage or encumbrance, or aggregate of mortgages or encumbrances, in excess of such amount will not be a first mortgage and will be inferior and subject to the Association's Assessment lien. If this subsection is determined by a court of competent jurisdiction to be invalid, unenforceable, or contrary to law, then;

**15. MAINTENANCE OF COMMUNITY INTERESTS.** In order to ensure a community of congenial residents who are financially responsible and to protect the value of the Lots, the use and transfer of Lots by any Owner is subject to the following provisions:

(A) Forms of Ownership:

(1) Ownership By Individuals. A Lot may be owned by natural persons who have qualified and been approved as elsewhere provided herein.

(2) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved as provided below. In that event, the life tenant must be the only member from such Lot and occupancy of the Lot must be as if the life tenant was the only Lot Owner. Upon termination of the life estate, the holders of the remainder interest must be approved as if there was a conveyance to the remainder interest from the life estate interest and the remainder interest has no occupancy right unless separately approved by the Association. The life tenant is liable for all Assessments and Charges against the Lot. Any vote, consent, or approval required by the Governing Documents or law must be given by the life tenant alone, and the vote, consent, or approval of the holders of the remainder interest are not permitted or required. If there is more than one (1) life tenant, they will be treated as co-owners for purposes of determining voting and occupancy rights.

(B) Transfers Subject to Approval.

(1) Sale or Other Transfer. A Lot Owner cannot sell a Lot or any interest in a Lot without the prior written approval of the Board of Directors. A Lot Owner cannot transfer title to a Lot or any interest therein by other means (including agreement for deed, installment sales contract, lease-option or other similar transactions) without the prior written approval by the Board of Directors.

(2) Lease. A Lot Owner cannot lease a Lot without the prior written approval of the Board of Directors.

(3) Gift. If any Lot Owner acquires title by gift, the continuance of ownership of the Lot is subject to the written approval of the Board of Directors. If any Lot Owner acquires title by gift, the right to occupy or use the Lot is subject to the written approval of the Board of Directors. Approval to own or occupy cannot be denied to any donee who was the prior Lot Owner's lawful spouse at the time of the gift.

(4) Permanent Occupancy. A Lot Owner cannot dispose of any possessory interest (including but not limited to roommates or additional family members) in a Lot without the prior written approval of the Association. If any person acquires possession of a Lot or any possessory interest in a Lot, the continued possession and/or possessory interest is subject to the written approval of the Association.

(5) Devise or Inheritance. If any Lot Owner acquires title by devise or inheritance, the continuance of ownership of the Lot is subject to the written approval of the Board of Directors. If any Lot Owner acquires title by devise or inheritance, the right to occupy or use the Lot is subject to the written approval of the Board of Directors. Approval to own or occupy cannot be denied to any devisee or heir who was the prior Lot Owner's lawful spouse at the time of death.

(6) Other Transfers. If any Lot Owner acquires title by any manner not considered in the foregoing subsections, the continuance of ownership of such Lot is subject to the written approval of the Board of Directors. If any person acquires title in any manner not considered in the foregoing subsections, that person cannot occupy or use the Lot unless approved by the Board of Directors.

(C) Approval by Association. The approval of the Association that is required for the sale or transfer of Lots must be obtained in the following manner:

(1) Notice to Board of Directors.

(a) Sale. A Lot Owner intending to make a bona fide sale of the Lot or any interest in it must give to the Association notice of such intention, together with the name and address of the intended purchaser and all proposed permanent occupants, a fully executed copy of the complete proposed sales contract, along with any and all addenda or exhibits, a completed application for sale and purchase (provided by the Association), a screening fee in the amount provided in this Declaration and such other information concerning the intended purchaser and all proposed permanent occupants as the Association may reasonably require. As part of this Notice, the intended purchaser and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective purchaser and all proposed permanent occupants must consent and agree to a complete background investigation including, but not limited to, criminal history, credit history, prior residential history, public records history and civil litigation history and the preparation of report(s) in connection therewith, except that a permanent occupant who will not be a named grantee is not required to submit to a credit history background investigation, unless such permanent occupant is guaranteeing the financial obligations for the Lot or the prospective grantee. In the event the prospective purchaser or any proposed permanent occupant moves in without the prior written permission of the Association, the purchase application will be deemed automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized occupancy and evict or eject such unauthorized occupants and, in such event, the prospective purchaser, all proposed permanent occupants and the Lot Owner will be jointly and severally liable for the Association's court costs and reasonable attorney's fees through all appellate levels, whether suit be brought or not.

(b) Lease. A Lot Owner intending to give a bona fide lease of the Lot must give to the Association notice of such intention, together with the name and address of the intended lessee, a completed application for lease (provided by the Association), a screening fee in the amount provided in this Declaration and such other information concerning the intended lessee as the Association may reasonably require. As part of this Notice, the intended lessee must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective

lessee must agree to a complete background investigation including, but not limited to, criminal history, prior residential history, public records history and civil litigation history and the preparation of report(s) in connection therewith. The prospective lessee must also agree to and actually execute a lease addendum, prepared by the Association, the form of which is subject to change by the Board of Directors from time to time. In the event the prospective lessee moves in without the prior written permission of the Association or without executing the lease addendum mentioned herein, the lease application will be deemed automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized occupancy and evict or eject such unauthorized occupants and, in such event, the prospective lessee and the Lot Owner are jointly and severally liable for the Association's costs and reasonable attorney's fees through all appellate levels, whether suit be brought or not.

(c) Permanent Occupancy. A Lot Owner intending to give a bona fide possessory interest of the Lot (including but not limited to roommates or family members) must give to the Association notice of such intention, together with the name and address of the intended permanent occupant, a completed application for permanent occupancy (provided by the Association), a screening fee in the amount provided in this Declaration and such other information concerning the intended permanent occupant as the Association may reasonably require. As part of this Notice, the intended permanent occupant must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective permanent occupant must agree to a complete background investigation including, but not limited to, criminal history, credit history, prior residential history, public records history and civil litigation history and the preparation of report(s) in connection therewith, except that a permanent occupant who will not be a named grantee is not required to submit to a credit history background investigation, unless such permanent occupant is guaranteeing the financial obligations for the Lot or the prospective grantee. In the event the prospective permanent occupant moves in without the prior written permission of the Association, the permanent occupancy application will be deemed automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized occupancy and evict or eject such unauthorized occupants and, in such event, the prospective permanent occupant and the Lot Owner are jointly and severally liable for the Association's costs and reasonable attorney's fees through all appellate levels, whether suit be brought or not.

(d) Gift, Devise, or Inheritance; Other Transfers. A Lot Owner who has obtained title by gift, devise, or inheritance, or by any other

manner not previously considered, must give to the Association notice of the acquisition of title, together with such other information concerning the Lot Owner and all proposed permanent occupants as the Association may reasonably require, a certified copy of the instrument evidencing the Lot Owner's title, a completed Lot Owner's application (provided by the Association), and a screening fee in the amount provided in this Declaration. As part of this Notice, the intended Lot Owner and all proposed permanent occupants must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective Owner and all proposed permanent occupants must agree to a complete background investigation including, but not limited to, criminal history, credit history, prior residential history, public records history and civil litigation history and the preparation of report(s) in connection therewith, except that a permanent occupant who is not a named grantee is not required to submit to a credit history background investigation, unless such permanent occupant is guaranteeing the financial obligations for the Lot or the prospective grantee. In the event the prospective Lot Owner, any proposed permanent occupant, or any family member, guest, or invitee of the prospective Lot Owner or prospective permanent occupant moves in without the prior written permission of the Association, the Lot Owner application will be deemed automatically withdrawn and the Association must take all necessary legal actions to terminate this unauthorized occupancy and evict or eject such unauthorized occupants and, in such event, the Lot Owner and the prior Lot Owner are jointly and severally liable for the Association's costs and reasonable attorney's fees through all appellate levels, whether suit be brought or not.

(e) Failure To Give Notice. Any event transferring ownership or possession of a Lot which occurs without the required prior notice having been given to the Association is void ab initio. The Association must take any and all legal actions as may be necessary to terminate such prohibited transfer of ownership or possession and evict or eject such unauthorized occupants. The Association must recover its costs and reasonable attorney's fees from the Lot Owner and/or possessor of the Lot, jointly and severally, through all appellate levels, whether suit be brought or not.

(f) Screening Fee. Any event transferring ownership or possession of a Lot which requires the Association to conduct screening of the applicant, requires the payment of a screening fee in the amount of one hundred dollars (\$100.00) per applicant, paid to the Association prior to the time screening by the Association is conducted. Any application for ownership or possession of a Lot in which the fee of one hundred dollars (\$100.00) per applicant, is not paid

prior to the time when such person takes ownership or possession, is automatically denied.

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the proposed transaction. If approved, the approval must be stated in a certificate executed by any officer of the Association, in recordable form.

(b) Lease. If the proposed transaction is for a lease, then within thirty (30) days after receipt of such notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the proposed transaction. If approved, the approval must be stated in a certificate executed by any officer of the Association.

(c) Permanent Occupancy. If the proposed transaction is for a permanent occupant, then within thirty (30) days after receipt of such notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the proposed transaction. If approved, the approval must be stated in a certificate executed by any officer of the Association.

(d) Gift, Devise or Inheritance; Other Transfers. If the Lot Owner giving notice has acquired title by gift, devise, inheritance, or in any other manner not previously considered, then within thirty (30) days after receipt of such notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must either approve or disapprove the continuance of the Lot Owner's ownership of the Lot. If approved, the approval must be stated in a certificate executed by any officer of the Association, in recordable form.

(D) Disapproval by Board of Directors. If the Board of Directors disapproves a transfer of a Lot, the matter must be disposed of in the following manner:

(1) Sale. If the proposed transaction is a bona fide sale, if the prospective purchaser and all prospective occupants have met all the requirements set forth in this Declaration, and if the Lot Owner has made a written demand, at the time the notice of intended sale is delivered to the Association, for the Association to purchase the Lot in the event the sale and purchase are disapproved, then, within thirty (30) days after receipt of such notice and all documentation, information, background investigations, background reports, personal interviews and fees required by this Declaration, the Association must deliver or mail by certified mail, return receipt requested, to the Lot Owner an agreement to purchase the Lot signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Lot Owner must sell the Lot to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, except that at the option of the named purchaser, the purchase price may be paid in cash at closing.

(a) Closing. The purchase price must be paid in cash. The sale must be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price, if such is by arbitration, whichever is the later. If the Association fails to purchase or provide a purchaser upon the demand of the Lot Owner in the manner provided, or if a purchaser furnished by the Association defaults in the agreement to purchase, then notwithstanding the disapproval, the proposed transaction will be deemed to have been approved and the Association must furnish a certificate of approval.

(2) Lease. If the proposed transaction is for a lease and the Association disapproves the lease application and/or the prospective lessee, then the lease cannot be made. No obligation by the Association to the Lot Owner is created or exists as a result of the denial of the lease.

(3) Permanent Occupant. If the proposed transaction is for a permanent occupant and the Association disapproves the permanent occupant application and/or the prospective permanent occupant, then the permanent occupancy cannot be made. No obligation by the Association to the Lot Owner is created or exists as a result of the denial of permanent occupancy.

(4) Gifts, Devise, or Inheritance; Other Transfers. If the Lot Owner giving notice has acquired title by gift, devise, inheritance, or in any other manner not previously considered, and if the Lot Owner has made a written demand, at the time the notice of acquisition of title is delivered to the

Association, for the Association to purchase the Lot in the event the ownership is disapproved, then within thirty (30) days after receipt from the Lot Owner of the notice and all documentation, information, background investigations, background reports, personal interviews and fees required in this Declaration, the Association must deliver or mail by certified mail, return receipt requested, to the Lot Owner a written agreement to purchase the Lot offered by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, who will purchase and to whom the Lot Owner must sell the Lot upon the following terms:

(a) Fair Market Value. The sale price must be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price must be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The arbitrators must be two (2) licensed real estate appraisers experienced in the South Florida homeowners' association market, one (1) of whom must be appointed by the Lot Owner and the other of whom must be appointed by the Association. The arbitrators must base their determination upon an average of their appraisals of the Lot and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration must be shared equally by the parties. In any such action for specific performance, the prevailing party will be entitled to recover costs and reasonable attorney's fees, through all appellate levels.

(b) Closing. The purchase price must be paid in cash. The sale must be closed within thirty (30) days following the determination of the sale price. If the Board of Directors fails to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association defaults in the agreement to purchase, then notwithstanding the disapproval, such ownership will be deemed to have been approved, and the Association must furnish a certificate of approval as elsewhere provided, which may be recorded in the Public Records of Palm Beach County, Florida at the expense of the Lot Owner.

(5) Disapproval for Good Cause. Notwithstanding anything to the contrary elsewhere in this Declaration, the Association neither has the duty to provide an alternate purchaser or Lot Owner, nor assumes any responsibility for the denial of a sale or Lot Owner application, if the denial is based upon, including but not limited to, any of the following factors:

(a) Criminal Activity. The person seeking approval (which includes all proposed occupants) has been convicted of a criminal offense involving violence to persons, theft, or destruction of property within the past twenty (20) years; a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; a criminal offense involving illegal drugs within the past twenty (20) years; or a criminal offense involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred; or has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

(b) Violation of Governing Documents. The sale, ownership, possession, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking approval (including all proposed occupants) has acted, is acting, or in the opinion of the Board of Directors, intends to act in a manner inconsistent with the Governing Documents, or that the sale, ownership, or possession, if approved, would result in a violation of any provision of the Governing Documents.

(c) Nuisance. The person seeking approval (including all proposed occupants) has any history of disruptive behavior or disregard for the rights or property of others as evidenced by criminal history; conduct in other communities, social organizations, or associations; or by conduct in this community.

(d) No Cooperation. The person seeking approval (including all proposed occupants) or the Lot Owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the personal screening; or has not agreed, failed to provide, or refused to release to the Association the background investigation or the background report(s).

(e) Delinquency. The person seeking to sell, own, or possess the Lot (including all proposed occupants) is delinquent in the payment of any Assessments, Charges, fines, or other sums owed to the Association, or such Assessments, Charges, fines, or other sums owed to the Association have not been paid in full.

(f) Financial Problems. The person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of Assessments or Charges) is financially unable to meet the obligations that are incumbent upon a Lot Owner in this community in the opinion of the Board of Directors; the purchase of the Lot is beyond the financial ability of the person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of Assessments or Charges); inquiry into the financial responsibility of the person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of Assessments or Charges) indicates an inability to afford the mortgage, maintenance assessment and other Lot obligations in addition to other financial obligations not related to the Lot; or the person seeking approval (including all proposed occupants or applicants legally responsible, or who will be legally responsible to the Association, for payment of Assessments or Charges) has a history of not paying monetary obligations, has a poor credit history, has a bad credit rating, has foreclosures, has conducted short sales, has executed a deed in lieu of foreclosure or has declared bankruptcy (voluntarily or involuntarily).

(E) Transfer Fee. Every request for approval of a proposed sale, lease, permanent occupant, or other transfer, whether by gift, devise, inheritance, or otherwise, must be accompanied by an approval fee, per applicant, in the highest amount permitted by Chapter 720, Florida Statutes, as same may be amended or renumbered from time to time, or in the absence of such a statute, then in the amount of Two Hundred Fifty Dollars (\$250.00), or such lesser amount as the Board may, from time to time, determine by duly adopted rule. The approval fee must be paid with the giving of the notice of transfer and the notice of transfer cannot be complete unless and until the approval fee is paid. The time frame for approval of the transfer cannot begin to run until all true, correct and completed documentation has been received, including any additional documentation, background investigations, background reports, personal interviews, or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check, or money order, payment will not be deemed received unless and until the funds have cleared.

(F) Financing the Purchase of Lots by the Association. The Board of Directors has the power to purchase any Lot. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Lot Owner and/or the Board of

Directors may, in its discretion, finance the acquisition of such Lot and encumber the Lot without Lot Owner approval; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Association Property other than the Lot to be purchased.

(G) Exceptions. The provisions of Paragraphs B, C and D of this Article 15 will not apply to any sale or conveyance of any Lot by or to the Association, any proper officer conducting the sale of a Lot in connection with the foreclosure of an Institutional First mortgage covering such Lot, or a deed in lieu of foreclosure by a Lot Owner to an Institutional First Mortgagee; provided, however, that each succeeding Lot Owner will be bound by, and the Lot subject to, the provisions of this Article 15.

(H) Unauthorized Transactions. Any sale, lease, gift, devise, inheritance, or other transfer of ownership or possession, or any mortgage, not authorized pursuant to the terms of this Declaration is null and void and of no force or effect.

16. **COMPLIANCE AND DEFAULT**. Each Lot Owner and every occupant of a Lot and the Association is governed by and must comply with the terms of this Declaration and all exhibits hereto, and the rules and regulations adopted pursuant hereto, as the same are amended from time to time. The Association and Lot Owners are entitled to the following relief in addition to the remedies provided by the applicable Statute:

16.1 Negligence. A Lot Owner is liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or intentional misconduct or by that of any member of his or her family or guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence, and such liability is a personal obligation of the Owner and must be secured by a lien against the Lot, which lien also secures interest, costs and attorneys' fees incurred in connection with the enforcement thereof and is enforceable in the manner provided for Assessments in Section 11 hereof.

16.2 Compliance. Each Lot Owner, lessee or other invitee is governed by and must comply with the provisions of this Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Actions for damages or for injunctive relief, or both, for failure to comply with this Declaration, the Bylaws, the Articles of Incorporation or the Rules and Regulations can be brought by the Association or Lot Owner against the

Association, a Lot Owner or any lessee or other invitee. The prevailing party in any such action is entitled to recover reasonable attorneys' fees and costs, through all appellate levels.

- 16.3 Suspension of Use Rights. In addition to all other remedies, the Association can suspend, for a reasonable period of time, the rights of a Member or the Member's guests, tenants or invitees or both, to use the Common Areas and facilities including but not limited to any bulk service for which the Association pays such as television, internet, telecommunications or other bulk service, for violations of any term, provision covenant, restriction, rule or regulation contained herein or promulgated pursuant to this Declaration or any failure to pay any assessment, fee or fine, provided suspension is imposed in accordance with any procedural requirements set forth in the Homeowners Association Act, as same may be amended from time to time. The Board of Directors has the power and the authority to promulgate additional rules, regulations and procedures relating to suspension of use rights.
- 16.4 Other Remedies. Actions for damages, injunctive relief, eviction, ejectment or removal of the tenant or other invitee or occupant of a Lot, for failure to comply with any provisions contained herein, in the Governing Documents or any applicable law or ordinance, may be brought by the Association against any tenant leasing a Lot and any other invitee occupying a Lot and the provisions hereof are expressly incorporated into any lease of a Lot. The Association can evict any lessee, or bring any other legal or equitable action to have such lessee removed from the Community, as the agent of the Lot Owner or on behalf of the Association itself, and to recover from the Lot Owner and/or the lessee, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action, whether suit be brought or not, and/or to prohibit such lessee from accessing the Community; accessing, utilizing, or occupying the Lot; or accessing or utilizing any of the Common Areas or recreational facilities. The remedies provided for herein are cumulative and in addition to any other remedy the Association has against the Lot Owner, lessee or invitee.
- 16.5 Self-help Remedies. In the event the Lot Owner fails to maintain the Lot, as required in this Declaration of Covenants and Restrictions, the Articles of Incorporation, the Bylaws or any rule promulgated by the Board of Directors, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions

of the Governing Documents or rules, the Association has the right to levy an assessment against the Lot Owner and the Lot, for such necessary sums to remove any unauthorized addition or alteration and to restore the property to good condition and repair, or to make the appropriate repairs that would be required by the Lot Owner to maintain the Lot as required, and such assessment must include all the Association's costs and attorney's fees incurred. The assessment has the same force and effect as all other special assessments and is secured by lien and collected as provided in Article 11 herein. The Association has the right to have its employees or agents, or any contractors appointed by it, enter a Lot, at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association, to enforce compliance with the provisions hereof and such entry is not a trespass.

- 16.6 Right to Demand Rent. In every case where a Lot Owner is delinquent in the payment of any assessment, fee, fine or other charge to the Association, and the Lot Owner has leased his Lot to another person, the Association can demand that all rents due be paid directly to the Association to satisfy such indebtedness, rather to the Lot Owner. The terms of this paragraph are specifically incorporated into every lease of any Lot. Failure by the Lot Owner or the tenant to comply with any demand by the Board of Directors for payment of rent directly to the Association is a material breach of the lease and this Declaration, for which the Association must evict the tenant.
- 16.7 No Election of Remedies. All rights, remedies and privileges granted to the Association or a Lot Owner pursuant to any terms, provisions, covenants or conditions of the governing documents are cumulative, and the exercise of any one or more does not constitute an election of remedies, nor does it preclude the party exercising the right from exercising such other additional rights, remedies or privileges that are granted by the governing documents.
- 16.8 No Waiver of Rights. The failure of the Association or any Lot Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, does not constitute a waiver of their right to do so thereafter.
17. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association are, to the

extent applicable and unless otherwise expressly herein or therein provided to the contrary, perpetual and are covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof are binding upon and inure to the benefit of the Association and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor do they create any rights in or for the benefit of the general public. All present and future Lot Owners, lessees and occupants of Lots are subject to and must comply with the provisions of this Declaration and such Articles, Bylaws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Lot, constitutes an adoption and ratification of the provisions of this Declaration, and the Articles, Bylaws and applicable rules and regulations of the Association, as they may be amended or renumbered from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

**18. ADDITIONAL PROVISIONS.**

- 18.1 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation is governed by the laws of the State of Florida.
- 18.2 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, does not affect the validity of the remaining portions thereof which remain in full force and effect.
- 18.3 Waiver. No provisions contained in this Declaration are waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 18.4 Ratification. Each Lot Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Lot, by reason of his occupancy, acknowledges and agrees that all of the provisions of this Declaration, and the Articles and Bylaws of

the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

- 18.5 Gender, Plurality. Wherever the context so permits, the singular includes the plural, the plural includes the singular, and the use of any gender includes all or no genders.
- 18.6 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION**

**DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC.**

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**NOTE:** This document replaces the Articles of Incorporation filed with the Secretary of State on April 21, 1977.

The undersigned Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

**ARTICLE I**

**NAME**

The name of the Corporation shall be DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC. For convenience, the Corporation is referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "Bylaws."

**ARTICLE II**

**PURPOSE**

The Association is organized for the purpose of operating a homeowners association pursuant to Chapter 720, Florida Statutes, for the operation of that certain community known as DEL MAR VILLAGE, SECTION 1 (the "Community").

**ARTICLE III**

**DEFINITIONS**

The terms used in these Articles have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Covenants and Restrictions for Del Mar Village, Section 1 ("Declaration"), and the Bylaws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

## ARTICLE IV

### POWERS

The powers of the Association include the following:

4.1 General. The Association has all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or Chapter 720, Florida Statutes.

4.2 Enumeration. The Association has all the powers and duties set forth in Chapter 720, Florida Statutes (except as to variances in these Articles and the Declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Community pursuant to its Declaration, and as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect regular and special Assessments and other charges against Members as Lot Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Community.

C. To maintain, repair, replace, reconstruct, add to, and operate the Community and other property acquired or leased by the Association for use by Lot Owners.

D. To purchase insurance upon the Community and insurance for the protection of the Association, its officers, directors, and Members as Lot Owners, and such other parties as the Association may determine in the best interest of the Association.

E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Lot and Common Areas and for all other lawful purposes.

F. To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.

G. To enforce by legal means the provisions of Chapter 720, Florida Statutes, the Declaration, these Articles, the By-Laws, and the rules and regulations of the Community.

H. To contract for the management of the Community, and to delegate to the party with whom such contract has been entered into all of the powers and

duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.

I. To employ personnel to perform the services required for proper operation of the Community.

J. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Community.

4.3 Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds are held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

4.4 Limitation. The powers of the Association are subject to and are exercised in accordance with the provisions of the Declaration and the Bylaws.

## ARTICLE V

### MEMBERS

5.1 Membership. The Members of the Association shall consist of all of the record Owners of Lots in the Community approved by the Board of Directors. Membership is established by the acquisition of ownership of fee title to, or fee interest in, a Lot in the Community, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument becomes a Member of the Association, upon all of the foregoing actions, and the membership of the prior Owner of the subject Lot is terminated.

5.2 Assignment. The share of a Member in the funds and assets of the Association, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

5.3 Voting. On all matters upon which the membership is entitled to vote, the vote for each Lot is as specified in the Declaration. Said votes must be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one (1) Lot is entitled to the cumulative total of votes allocated to Lots owned.

5.4 Meetings. The Bylaws provide for an annual meeting of Members, and can make provision for regular and special meetings of Members other than the annual meeting.

## **ARTICLE VI**

### **TERM OF EXISTENCE**

The Association has perpetual existence.

## **ARTICLE VII**

### **INCORPORATORS**

The names and addresses of the subscribers of the Association is as follows:

Charles W. Powell	33 S.E. 4 <sup>th</sup> Street Boca Raton, Florida 33432
S.C. Hathorn	33 S.E. 4 <sup>th</sup> Street Boca Raton, Florida 33432
Walter W. Frantz	33 S.E. 4 <sup>th</sup> Street Boca Raton, FL 33432

## **ARTICLE VIII**

### **OFFICERS**

The affairs of the Association are administered by the officers designated in the Bylaws. The officers are elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and serve at the pleasure of the Board of Directors. The Bylaws can provide for the removal from office of officers, for filling vacancies and for the duties of the officers.

## **ARTICLE IX**

### **DIRECTORS**

9.1 Number and Qualification. The affairs of the Association are managed by a Board of seven (7) directors. All Directors must be Members of the Association.

9.2 Duties and Powers. All of the duties and powers of the Association existing under Chapter 720, Florida Statutes, the Declaration, these Articles and the Bylaws are exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Lot Owners only when specifically required.

9.3 Election; Removal. Directors of the Association are elected at the annual meeting of the members in the manner provided by the Bylaws. Directors can be removed and vacancies on the Board of Directors are filled in the manner provided by the Bylaws.

## ARTICLE X

### INDEMNIFICATION

10.1 Indemnity. To the extent permitted by law, the Association indemnifies any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of, or a committee member appointed by, the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification can be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) can be made by the Association only as authorized in the specific case upon a

determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination must be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding can be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.

10.5 Miscellaneous. The indemnification provided by this Article is not exclusive of any other rights to which those seeking indemnification are entitled under any Bylaw, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE XI**

### **AMENDMENTS**

Amendments to these Articles must be proposed and adopted in the following manner:

11.1 Notice. Notice of the subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 Adoption. A resolution for the adoption of a proposed amendment can be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. A proposed amendment must be approved by not less than a majority of the votes of the participating membership of the Association, present and voting, in person or by proxy, at a meeting at which a quorum is established or by written agreement where at least a quorum of the membership participates.

No Articles can be revised or amended by reference to its title or number only. Proposals to amend existing Articles must contain the full text of the Articles to be amended; new words must be inserted in the text underlined, and words to be deleted must be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words

added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles of Incorporation. See Article . . . for present text." Nonmaterial errors or omissions in the Articles process do not invalidate any otherwise properly promulgated amendment.

11.3 Limitation. No amendment can make any changes in the qualifications for membership nor in the voting rights or property rights of Members.

11.4 Recording. A copy of each amendment must be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy must be recorded in the Public Records of Palm Beach County, Florida.

## **ARTICLE XII**

### **ADDRESS**

The principal place of business of the Corporation is P.O. Box 3690, Boca Raton, Florida 33427, but the Corporation can maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

## **ARTICLE XIII**

### **INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT**

The registered agent of this Corporation is Kenneth S. Direktor, Esq., Becker & Poliakoff, P.A., 625 North Flagler Drive, 7<sup>th</sup> Floor, West Palm Beach, Florida 33401.

### **ACCEPTANCE BY REGISTERED AGENT**

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XV OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

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KENNETH S. DIREKTOR  
(Registered Agent)

ACTIVE: 1400624\_4

**AMENDED AND RESTATED  
BYLAWS  
OF  
DEL MAR VILLAGE, SECTION 1, HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA NOT-FOR-PROFIT CORPORATION**

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**SUBSTANTIAL REWORDING OF BYLAWS -  
SEE CURRENT BYLAWS FOR CURRENT TEXT**

**ARTICLE 1**

**GENERAL**

1.1 **The Name.** The name of the Corporation is DEL MAR VILLAGE, SECTION I, HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association."

1.2 **Principal Office.** The principal office of the Association is P.O. Box 3690, Boca Raton, FL 33427, or at any other place designated by the Board of Directors.

1.3 **Identity.** In addition to being the Bylaws of the Association, these Bylaws are established pursuant to Chapter 720, Florida Statutes, for the purpose of administering, operating and managing certain property within the community known as Del Mar Village, Section 1.

1.4 **Definition.** As used herein, the term "Corporation" is the equivalent of "Association," and all other words used herein have the same definitions as attributed to them in the Declaration of Covenants and Restrictions for Del Mar Village, Section 1 ("Declaration"). Any terms not defined in the Declaration have those definitions established by Chapter 720, Florida Statutes.

**ARTICLE 2**

**MEMBERSHIP AND VOTING PROVISIONS**

2.1 **Membership.**

Membership in this Association is limited to Lot Owners in the Community. Transfer of Lot ownership, either voluntarily or by operation of law, automatically

terminates membership, and the transferee automatically becomes a Member of this Association. If Lot ownership is vested in more than one (1) person, all of the persons owning a Lot are entitled to attend meetings. If Lot ownership is vested in a trust or, to the extent permitted by the Declaration, any other entity, the entity can designate a representative or an individual officer or employee as its Voting Member.

2.2 **Voting Rights.** On all matters upon which the membership is entitled to vote, the vote for each Lot is as specified in the Declaration. Said votes must be exercised or cast in the manner provided by the Declaration and these Bylaws. Any person or entity owning more than one (1) Lot is entitled to the cumulative total of votes allocated to Lots owned. However, in the event an owner combines two (2) or more lots into one (1) lot, such as is the case with the property located at 7021 San Sebastian Circle, Boca Raton, FL 33433, the owner is only entitled to one (1) vote for all combined lots. The vote of a Lot is not be divisible. Unless otherwise set forth herein or in the Declaration or Articles of Incorporation, matters are voted on by the membership of the Association and are determined by a vote of a majority of the voting interests present and voting, in person or by proxy, at any meeting at which a quorum is established, or by written agreement.

2.3 **Quorum.** Unless otherwise provided in these Bylaws, the presence in person or by proxy of thirty percent (30%) of the Voting Interests of the Association constitutes a quorum.

2.4 **Voting Procedure.** Votes may be cast in person, by written agreement or by proxy. All proxies must be in writing, signed by the person entitled to vote, must be filed with the Secretary of the Association prior to, or at, the meeting at which they are to be used, or prior to or at any lawful adjournment thereof, and are effective only for the specific meeting for which originally given and any lawful adjournment thereof. In no event can any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Lot Owner executing it.

2.5 **Designation of Voting Member.** If a Lot is owned by one (1) person, that person's right to vote must be established by the record title to the Lot. If a Lot is owned by more than one (1) person, any one of them can cast the vote for the Lot. If a Lot is owned by a trust or, to the extent permitted by the Declaration, another entity, that entity must designate the representative, officer, employee or agent entitled to cast the Lot's vote by executing a certificate to be filed with the Secretary of the Association, signed by its authorized representative. If, for a Lot owned by a trust or other permitted entity, such certificate is not on file with the Secretary of the Association, the vote of the Lot cannot be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Lot. Such certificate is valid until revoked or superseded by a subsequent certificate, or until a change in the ownership of the Lot occurs.

## ARTICLE 3

### **MEMBERSHIP MEETINGS**

3.1 **Place.** All meetings of Members must be held at the principal office of the Association or at such other place and at such time as is designated by the Board and stated in the notice of meeting.

3.2 **Notices.** It is the duty of the Secretary to send by regular mail, hand delivery or electronic transmission a notice of each annual or special meeting to each Lot Owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) continuous days but not more than sixty (60) days prior to such meeting. Notice of any meeting must list the time, place and purpose thereof and must incorporate an identification of agenda items. All notices must be mailed to the address last furnished to the Association by the Lot Owner as it appears on the books of the Association, hand delivered or electronically transmitted to each Lot Owner. Proof of posting, delivery or mailing of the notice (if required) must be given by the affidavit of the person serving the notice, or a United States Postal Service Certificate of mailing, must be included in the official records of the Association affirming that the notice was mailed or hand delivered in accordance with Florida law. Notice of specific meetings can be waived in writing before or after the meeting. Electronic transmission is defined as set forth in the applicable Florida Statute, as same may be amended or renumbered from time to time. In lieu of or in addition to the physical posting of any notice of a meeting of the membership, to the extent required by these Bylaws or the applicable Florida Statute, the Association can, by reasonable rule adopted by the Board of Directors, establish a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable or similar television system serving the Community, provided that, if broadcast notice is used in lieu of notice posted physically on the property, the notice and agenda must be broadcast in the manner required by the applicable Florida Statute, as same may be amended from time to time.

3.3 **Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other authorized business must be held prior to May 1 at such date and time as is selected by the Board of Directors. At the annual meeting, the Members must elect a Board by plurality vote, as set forth in Section 4.2 below, and must transact such other business as is properly brought before the meeting.

3.4 **Special Meeting.** Special meetings of the Members for any purpose, unless otherwise prescribed by Statute, can be called by the President, or can be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Members representing two-thirds (2/3) of the total membership in the Association. Such requests must state the purpose of the proposed meeting. Business transacted at all special meetings is limited to the subjects stated in the notice of the meeting.

3.5 **Action by Members Without a Meeting.** Notwithstanding anything herein to the contrary, any action required or permitted to be taken at any special meeting of Members can be taken by written agreement without a meeting, signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth), so long as at least a quorum of the members participates and so long as the number of votes required to authorize or approve such action is obtained. Voting by written agreement must be done in accordance with the provisions of the applicable Statute, as same may be amended or renumbered from time to time.

3.6 **Adjourned Meeting.** If any meeting of Members cannot be organized because a quorum is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present. If any agenda item at a meeting of the members cannot be approved because approval of more than a quorum of the members is required but such required percentage is not present or is not achieved, the meeting can be adjourned from time to time until the requisite vote is achieved.

3.7 **Order of Business.** The order of business at annual Members' meetings and, as far as practical, at other Members' meetings, is:

- A. Calling to order by President or Chairman;
- B. Appointment of Chairman of the meeting by the President or, in his absence, by a majority of the Board of Directors. The Chairman can be the attorney for the Association or a representative of the Association's management company who will conduct the meeting without vote;
- C. Appointment of inspectors of election;
- D. Election of directors;
- E. Calling of the roll and certifying of proxies;
- F. Proof of notice of the meeting or waiver of notice;
- G. Reading and disposal of any unapproved minutes;
- H. Reports of officers;
- I. Reports of committees;
- J. Unfinished business;
- K. New business;
- L. Adjournment.

## ARTICLE 4

### DIRECTORS

4.1 **Membership.** The affairs of the Association are managed by a Board consisting of seven (7) directors. All directors must be Members of the Association. In no event can multiple owners of one (1) lot serve on the Board of Directors simultaneously. For example, co-owners, including but not limited to a husband and wife who jointly own one (1) lot, are prohibited from simultaneously serving on the Board of Directors. Additionally, in the event co-owners of one (1) lot own interests in additional lots, only one (1) owner of the co-owned lot can serve on the Board of Directors at a time. Co-owners of any lot are prohibited from simultaneously serving on the Board of Directors. Persons who are convicted felons, who have not had their civil rights restored for at least five (5) years, are not eligible to serve on the Board.

4.2 **Election of Directors.** Election of directors must be conducted in the following manner:

- A. Election of directors must be held at the annual Members' meeting.
- B. The Board of Directors must be elected by written ballot or voting machine. Proxies cannot be used in the election of the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. No Lot Owner can permit any other person to vote his or her ballot, and any such ballots improperly cast are invalid. Subject to the provisions of Section 4.1 limiting eligibility and representation on the Board, elections are decided by a plurality of those ballots cast. Cumulative voting is prohibited.
- C. Written notice of the scheduled election must be sent to each Member at his last known address as it appears on the books of the Association. The first notice of the date of the election must be mailed, hand delivered or electronically transmitted to each Member not less than sixty (60) days before the scheduled election. The first notice must contain the name and correct mailing address of the Association.
- D. Any Lot Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association which must be received by the Association not less than forty (40) days before the scheduled election. Written notice is effective when actually received by the Association. As long as the Statute applicable to homeowners associations so requires, nominations are also permitted from the floor at the election. If the Statute applicable to homeowners association ceases to require that nominations from the floor be permitted, nominations from the floor are not permitted. No other nominations will be permitted.

E. Not less than fourteen (14) days before the scheduled election, the Association must mail, deliver or electronically transmit to the eligible voters at the addresses listed in the official records of the Association a second (2<sup>nd</sup>) notice of the election, together with a ballot. Each Lot must receive one (1) ballot. The second (2<sup>nd</sup>) notice and accompanying documents must not contain any communication by the Board which endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot must be an outer envelope addressed to the person or entity authorized to receive the completed ballots and a smaller inner envelope in which the ballot must be placed. The exterior of the outer envelope must indicate the name of the voter and the Lot number being voted and must contain a signature space for the voter. Once the ballot is completed, the voter must place the completed ballot in the inner smaller envelope and seal that envelope. The inner envelope must then be placed within the larger outer envelope and the outer envelope must then be sealed. Each inner envelope must contain only one (1) ballot, but if a person owns more than one (1) Lot and is, therefore, entitled to cast more than one (1) ballot, the separate inner envelopes required can be enclosed within a single outer envelope. The voter must sign the exterior of the outer envelope in the space provided for the Lot Owner's signature. The outer envelope must either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot can be rescinded or changed. The submission of a ballot in the form required counts as attendance at the annual meeting for purposes of establishing a quorum.

F. The written ballot must indicate in alphabetical order by surname, each and every Lot Owner or other eligible person who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such person has, prior to the mailing of the ballot, withdrawn his candidacy in writing. No ballot can indicate which candidates are incumbents on the Board. Write-in candidates are permitted only for those candidates nominated from the floor, so long as the applicable Statute requires that such nominations be permitted. No ballot can contain a section providing for the signature of a voter. Envelopes containing ballots received by the Association must be retained and collected by the Association and cannot be opened until the time of the election, after nominations are closed, and after a motion is approved by a floor vote at the annual meeting to close the polls.

G. The Association must have available additional blank ballots and envelopes at the meeting for distribution to the eligible voters who have not cast their votes. Each ballot distributed at the meeting must be placed in an inner and outer envelope as provided in subsection 4.2(E) hereof. At the meeting, as the first order of business in the election procedure, nominations must be taken from the floor, so long as the applicable Statute requires that such nominations be permitted, then a motion to close nominations must be adopted, ballots not yet cast must be collected, and motion to close the polls must be adopted. Next, a committee must be appointed by a motion and vote from the floor at the election and the signatures and Lot identifications on the outer envelopes must be checked against the list of qualified voters. Any exterior envelope not signed by the eligible voter must be marked "disregarded" and any ballots contained therein cannot be counted. The voters must be checked off on the list as having voted. Then, in the presence of any Lot Owners in attendance, all inner envelopes must first be

removed and then separated from the outer envelopes. Upon the commencement of the opening of the outer envelopes, the polls are closed, even if no such motion has been made and approved, and no more ballots can be accepted. Inner envelopes must then be opened and the ballots removed and counted in the presence of the Lot Owners. Any inner envelopes containing more than one (1) ballot must be marked "disregarded" and any ballots contained therein cannot be counted.

H. Notwithstanding anything contained herein to the contrary, an election is not necessary unless there are more eligible candidates than vacancies.

I. If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, or otherwise, a majority of the remaining directors, though less than a quorum, can choose a successor who must hold office for the balance of the unexpired term of office. The election held for the purpose of filling said vacancy can be held at any regular or special meeting of the Board. If the remaining Board members cannot elect a successor to fill a vacancy because of a deadlock, or choose not to elect a successor to fill the vacancy, the Members can petition the Board of Directors to elect a successor director with the signature of two-thirds (2/3) of the Members, and the election must be conducted in the manner set forth in this Section 4.2.

4.3 **Organizational Meeting.** The organizational meeting of a newly elected Board must be held after their selection within thirty (30) days of their election, at such place and time as is fixed by the directors. Notice of such organizational meeting; which notice specifically incorporates an identification of agenda items, must be posted conspicuously on the property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

4.4 **Term.** Vacancies on the Board caused by the expiration of a director's term must be filled by electing new Board members. The term of each director's service is for one (1) year and subsequently until his successor is duly elected and qualified, or until the director is removed in the manner provided herein or by statute.

4.5 **Recall.** Any member of the Board can be recalled and removed from office in the manner prescribed in Section 720.303(10), Florida Statutes, as the same may be amended or renumbered from time to time.

4.6 **Regular Meetings.** Regular meetings of the Board are held at such time and place as is determined, from time to time, by a majority of the directors. Notice of regular meetings must be given to each director, personally or by mail, telephone or electronic transmission, and must be transmitted at least forty-eight (48) hours prior to the meeting. Regular meetings of the Board and/or a Committee (which Committee is delegated the authority to make a final decision regarding the expenditure of Association funds or to approve or disapprove architectural decisions with respect to specific parcel or residential property owned by a Member of the Association) must be open to all Lot Owners, and notice of such meetings must be posted conspicuously at the property forty-eight (48) continuous hours preceding the meeting for the attention of the Members of

the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments or at which amendments to the Rules regarding the use of the Lots will be proposed, discussed or approved, must be mailed, hand delivered or electronically transmitted to the Lot Owners and posted conspicuously within the Community not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement must be made by affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting where assessments against Lot Owners are to be considered for any reason must contain a statement that assessments will be considered and describe the nature of any such assessments. Electronic transmission is defined as set forth in the applicable Florida Statute, as same may be amended or renumbered from time to time. In lieu of or in addition to the physical posting of any notice of a meeting of the membership, to the extent permitted by these By-Laws or the applicable Florida Statute, as same may be amended or renumbered from time to time, the Association can, by reasonable rule adopted by the Board of Directors, establish a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable or similar television system serving the Community, provided that, if broadcast notice is used in lieu of notice posted physically on the property, the notice and agenda must be broadcast in the manner required by the applicable Florida Statute, as same may be amended or renumbered from time to time. The right of a Member to attend regular Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board can adopt reasonable rules governing the frequency, duration and manner of Lot Owner statements. Notwithstanding the foregoing, Board meetings and committee meetings need not be open to Members when the meetings or portions of those meetings are between the Board or a committee and the Association's attorney, concerning attorney-client privileged matters or with respect to meetings of the Board held for the purpose of discussing personnel matters.

**4.7 Special Meetings.** Special meetings of the directors can be called by the President or the Vice President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the directors. Notice of the meeting must be given personally or by mail, telephone or electronic transmission, which notice must state the time, place and purpose of the meeting, and must be transmitted not less than forty-eight (48) hours prior to the meeting. Special meetings of the Board or a Committee (which Committee is delegated the authority to make a final decision regarding the expenditure of Association funds or to approve or disapprove architectural decisions with respect to specific parcel or residential property owned by a Member of the Association) must be open to all Lot Owners, and notice of a special meeting must be posted conspicuously on the property forty-eight (48) continuous hours in advance for the attention of the Members of the Association except in the event of an emergency. However, written notice of any meeting at which non-emergency special assessments or at which amendments to the Rules regarding the use of the Lots will be proposed, discussed or approved, must be mailed, hand delivered or electronically transmitted to the Lot Owners and posted conspicuously within the Community not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement must be made by

affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting where assessments against Lot Owners are to be considered for any reason must contain a statement that assessments will be considered and describe the nature of any such assessments. Electronic transmission is defined as set forth in the applicable Florida Statute, as same is amended or renumbered from time to time. In lieu of or in addition to the physical posting of any notice of a meeting of the membership, to the extent required by these By-Laws or the applicable Florida Statute, as same is amended or renumbered from time to time, the Association can, by reasonable rule adopted by the Board of Directors, establish a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable or similar television system serving the Community, provided that, if broadcast notice is used in lieu of notice posted physically on the property, the notice and agenda must be broadcast in the manner required by the applicable Florida Statute, as same is amended or renumbered from time to time. The right of a Member to attend special Board meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board can adopt reasonable rules governing the frequency, duration and manner of Lot Owner statements. Notwithstanding the foregoing, Board meetings and committee meetings need not be open to Members when the meetings are between the Board or a committee and the Association's attorney, concerning attorney-client privileged matters or with respect to meetings of the Board held for the purpose of discussing personnel matters.

4.8 **Waiver of Notice.** Any director can waive notice of a meeting before or after the meeting and that waiver is the equivalent to the giving of notice. Attendance by any director at a meeting constitutes a waiver of notice of such meeting, except when the director's attendance at the meeting is for the express and sole purpose of objecting at the inception of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 **Quorum and Voting.** A quorum at directors meetings consists of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present constitutes the acts of the Board, except when approval by a greater number of directors is required by the Statute, the Declaration, the Articles or these Bylaws. Directors may not vote by proxy or secret ballot at Board meetings, except, if allowed by Statute, for election of officers. A vote or abstention for each director present must be recorded in the minutes. Directors can meet by telephone conference and those attending by telephone conference must be counted toward a quorum and can vote by telephone, provided the telephone conference is conducted on a speaker so that the conversation at the meeting and the statements of those Board Members attending by telephone can be heard by all attending Board Members and all attending Members.

4.10 **Adjourned Meetings.** If, at any meeting of the Board, there is less than a quorum present, the majority of those present can adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called, can be transacted without further notice.

4.11 **Presiding Officer.** The presiding officer of the directors' meetings is the President. In the absence of the presiding officer, the directors present must designate one (1) of the directors to preside over the meeting. The President or, in his absence, a majority of the Board, can appoint, without vote, the attorney for the Association or a representative of the Association's management company to act as chairman of the meeting.

4.12 **Order of Business.** The order of business at directors' meetings is, unless otherwise set by the presiding officer of the meeting:

- A. Calling of roll;
- B. Proof of due notice of meeting;
- C. Reading and disposal of any unapproved minutes;
- D. Reports of officers and committees;
- E. Unfinished business;
- F. New business;
- G. Adjournment.

4.13 **Compensation.** Board members cannot receive compensation for their services as members of the Board of Directors. However, nothing prevents a member of the Board of Directors from being reimbursed his reasonable expenses in connection with the discharge of his duties as a member of the Board of Directors. Further, any director can provide valuable services to the Association, for which the member of the Board of Directors can receive compensation, as long as the services and compensation are approved by the affirmative vote of a majority of all disinterested directors.

4.14 **Resignation.** Any Board member can resign at any time at a Board or Members' meeting or by written resignation, delivered to the President or Secretary, which takes effect upon its actual receipt, unless a later date is specified in the resignation, in which event the resignation is effective from such later date. The acceptance of a resignation is not required to make it effective.

## ARTICLE 5

### **POWERS AND DUTIES**

The Board has all powers and duties of the Association under Chapters 617 and 720, Florida Statutes, the Declaration of Covenants and Restrictions, Articles of Incorporation and these Bylaws, all as amended or renumbered from time to time, except where a vote of the members is specifically required. Such powers and duties of the Board include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 720, Florida Statutes) the following:

- A. **To Operate the Association.** To operate, care for, upkeep and maintain the Common Area.
- B. **To Adopt a Budget.** To determine and adopt the annual budget of Common Expenses required for the operation of the Association and the discharge of the Association's obligations under its governing documents and the applicable Statute.
- C. **To Levy and Collect Assessments.** To levy and collect regular and special Assessments for Common Expenses from Lot Owners. Neither regular nor special Assessments for Common Expenses from Lot Owners requires membership approval. The Board of Directors has the authority to levy and collect regular and special Assessments for Common Expense from Lot Owners without membership approval.
- D. **To Employ Personnel.** To employ and dismiss personnel necessary or advisable for maintenance and operation of the Common Area and those other portions of the Community which the Association can become obligated or authorized to maintain and operate.
- E. **To Adopt Rules and Regulations.** To adopt and amend the rules and regulations concerning the operation of the Association and use of Common Area and Lots.
- F. **To Maintain Bank Accounts.** To maintain bank accounts on behalf of the Association and to designate signatories on the bank accounts of the Association.
- G. **To Buy or Lease Lots.** To purchase, lease or acquire Lots in the name of the Association, or its designee.
- H. **To Buy Lots at Foreclosure or Judicial Sales.** To purchase Lots at foreclosure or other judicial sales, in the name of the Association or its designee.
- I. **To Dispose of Lots.** To sell, lease, mortgage, or otherwise manage or dispose of Lots acquired by the Association or its designee.

J. **To Appoint Designees.** To organize Corporations to act as designees of the Association for the purpose of acquiring title to Lots or to lease Lots by the Association.

K. **To Obtain Insurance.** To obtain and review insurance for the property as required or authorized by the Declaration.

L. **To Make Repairs, Additions, Improvements or Alterations.** To make repairs, additions and improvements to, or alterations of the Common Area and repairs to and restoration of the Common Area and those other portions of the Community which the Association is either obligated or authorized to maintain and operate, in accordance with the provisions of the Declaration.

M. **To Enforce.** To enforce the obligations of the Lot Owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Community.

N. **To Borrow Money.** To borrow money on behalf of the Association in connection with the operation, care, upkeep and maintenance of the Common Area. Membership approval is not required for the Board of Directors to borrow money on behalf of the Association in connection with the operation, care, upkeep and maintenance of the Common Area. The Board of Directors can borrow money on behalf of the Association in connection with the operation, care, upkeep and maintenance of the Common Area without membership approval.

O. **To Contract.** To contract for the management of the Community and the delegation to such manager such powers and duties of the Board as the Board deems appropriate in the circumstances, and to contract for the management or operation of portions of the Community property susceptible to separate management or operation thereof, and to grant concessions for the purpose of providing services to the Lot Owners. As an exception to the foregoing, there can be no delegation of powers and duties wherein (1) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible to be delegated; (2) those delegations and duties which can be required by the Declaration and these Bylaws to have approval of the Board or of the Lot Owners; (3) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board and is therefore not able to be delegated; and (4) any delegation contrary to the Declaration or the Bylaws.

P. **To Appoint Committees.** The Directors can appoint committees to assist the Board in its duties.

R. **To Approve Transfers.** The Directors can approve or disapprove proposed transactions or transfers in the manner provided by the Declaration of Covenants and Restrictions, and to charge a preset fee, not to exceed the maximum permissible by law, in connection with such right of approval. In connection with the lease

of Lots, the Board can require the posting of a security deposit to protect against damages to the Common Areas or Association Property, in the manner provided by law.

S. **To Sue and Be Sued.** The Directors can bring and defend suits and other proceedings and can exercise its business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

T. **To Levy Fines.** In addition to the remedies available elsewhere in these Bylaws, the Declaration of Covenants and Restrictions, Articles of Incorporation, and Rules and Regulations of the Association (hereinafter Governing Documents), the Association can levy and collect fines against a Lot and a Lot Owner for the failure of the Lot Owner or the Lot Owner's family, or the occupant, tenant, licensee, invitee, or guest of any of the foregoing, to comply with any provision of Chapter 720, Florida Statutes, or the Governing Documents, all as same may be amended from time to time. The procedure for levying fines is as follows:

(1) **Covenant Enforcement Committee.** The Board of Directors appoints a Covenant Enforcement Committee (hereinafter Committee) that determines whether a fine should be levied for a violation of any of the provisions of the Governing Documents or Florida Statutes, Chapter 720. The Board of Directors can remove or replace any member of the Committee or the entire Committee at any time, without cause.

(2) **Notice.** In the event the Board believes a violation of the Governing Documents or Florida Statutes, Chapter 720 has occurred or is occurring, it must provide written notice to the person(s) alleged to be in violation, and the owner of the Lot which that person occupies or occupied at the time the violation was committed, if the alleged violator is not the Lot Owner, of the opportunity for a hearing before the Committee, as provided below. The notice must be mailed or hand-delivered to the alleged violator, and the Owner of the Lot which that person occupies or occupied at the time the violation was committed, if the alleged violator is not the Lot Owner, not less than fourteen (14) days prior to the hearing. The notice must state the date, time and place of the hearing, the provisions of the Governing Documents or Florida Statutes, Chapter 720 that have been violated and a short and plain statement of the matters asserted by the Board. The Board can, on and for its own accord, change the date, time, or place of the hearing by mailing or hand-delivering a revised notice in the same manner as the original notice. The alleged violator or the Lot Owner has no right to require the Board to change the date, time, or place of the hearing. The notice must also specify, and it is hereby provided, that each occurrence or recurrence of the alleged violation or each day during which it continues is a separate offense, subject to a separate fine in the highest amount permitted by law. If the Board does not have or know the address of the alleged violator, and the owner of the Lot which the alleged violator occupies or occupied at the time the violation was committed fails or refuses to give the Board the address of the alleged violator, then the notice of hearing mailed or hand-delivered to the Lot Owner is also notice to the alleged violator and, for all purposes hereunder, the Lot Owner is the alleged violator.

(3) **Hearing.** The Committee must hold a hearing on the date, at the time and at the place set forth in the notice of hearing or any revised notice of hearing. The Committee must consider all evidence presented by or on behalf of the Board, or by or on behalf of the alleged violator or Lot Owner. No persons other than Lot Owners, the alleged violator and witnesses can attend the hearing. Any person can be prohibited from the hearing by the Committee except during such time as that person is actually presenting evidence to the Committee.

(4) **Evidence.** Subsequent to any hearing, the Committee determines whether there is sufficient evidence of a violation or violations as provided herein. Failure of the alleged violator, or failure of the Owner of the Lot which the alleged violator occupies or occupied at the time the violation was committed, if the alleged violator is not the Lot Owner, to attend the hearing is an admission of the violation. If the Committee determines there is not sufficient evidence of a violation, the matter must be ended and no fine can be levied. If the Committee determines there is sufficient evidence of a violation, the Committee must forward its findings, conclusions and recommendations to the Board of Directors. In the Board's discretion, the Committee's findings, conclusions and recommendations can be presented to the Board in writing or can be presented to the Board verbally as a committee report at a Board meeting.

(5) **Payment of Fine.** Based upon such Committee findings, conclusions and recommendations, the Board of Directors can levy a fine for each violation in the highest amount permitted by law for each occurrence or recurrence of the violation or each day during which it continued. In the event the Board of Directors determines to levy a fine, the Board of Directors must send a written notice to the violator and the Lot Owner, if the violator is not the Lot Owner, advising the fine has been levied, the amount of the fine and requiring payment of the fine within seven (7) days from the date the notice is mailed or hand delivered. The Lot Owner is jointly and severally liable with the violator for payment of all fines.

(6) **Contribution or Indemnity.** Nothing herein interferes with any right that a Lot Owner has to obtain payment from a violator in the amount of any fine or fines assessed against that Lot Owner or that Owner's Lot.

(7) **Rights Cumulative.** Nothing herein is a prohibition of or a limitation on the right of the Association to pursue other means to enforce the provisions of the Governing Documents or Florida Statutes, Chapter 720, and all rights and remedies of the Association are cumulative and not exclusive.

U. **To Exercise Emergency Powers.** In the event of any "emergency" as defined below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2008), Section 617.0303, Florida Statutes (2008), all as amended or renumbered from time to time.

1. The Board can name as assistant officers persons who are not Directors, which assistant officers have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Association.

2. The Board can relocate the principal office or designate alternative principal offices or authorize the officers to do so.

3. During any emergency, the Board can hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice can be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting constitute a quorum.

4. The Board can change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

5. Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association binds the Association; and has the rebuttable presumption of being reasonable and necessary.

6. The Board can use reserve funds to meet Association needs, and can use reserve funds as collateral for Association loans. By adoption of this provision, the owners specifically authorize the Board to use reserve funds for nonscheduled purposes in the event of an emergency. The Board can adopt emergency assessments with such notice deemed practicable by the Board.

7. The Board can adopt emergency Rules and Regulations governing the use and occupancy of the Lots, Common Areas and Association property, with notice given only to those Directors with whom it is practicable to communicate.

8. Any officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws incurs no liability for doing so, except in the case of willful misconduct.

9. These emergency Bylaws supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

10. For purposes of this Section only, an "emergency" exists only during a period of time that the Association, or the immediate geographic area in which the Association is located, is subjected to:

a. a state of emergency declared by local civil or law enforcement authorities;

- b. a hurricane warning;
- c. a partial or complete evacuation order;
- d. federal or state "disaster area" status;
- e. a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Association, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or
- f. an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Lot Owners, the Common Areas, or Association Property.

## ARTICLE 6

### OFFICERS

6.1 **Executive Officers.** The executive officers of the Association are the President, one (1) or more Vice Presidents, Secretary, and Treasurer, all of whom must be members of the Board and are elected by and serve at the pleasure of the Board. An officer can serve in two (2) or more officer positions, except that the President cannot also be the Secretary or an assistant Secretary of the Association.

6.2 **Appointed Officers.** The Board can appoint other officers and agents that the Board deems appropriate, who hold office at the pleasure of the Board and have the authority to perform the duties prescribed by the Board from time to time.

6.3 **Election.** The Board, at its first meeting after each annual meeting of general members, must elect all officers.

6.4 **Term.** The officers of the Association hold office for one (1) year or until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board can be removed at any time by the affirmative vote of a majority of the whole Board.

6.5 **The President.** The President is the chief executive officer of the Association. Subject to Sections 3.7 and 4.11 of these Bylaws, the President presides at all meetings of Lot Owners and of the Board, exercises the executive powers of the Association and has general supervision over its affairs and other officers and must perform all of the duties incident to the office and such other duties as may be delegated to the President from time to time by the Board.

6.6 **The Vice President.** The Vice President must perform all of the duties of the President in the absence of the President, and such other duties as may be required by the Board.

6.7 **The Secretary.** The Secretary or assistant Secretary must issue notices of all Board meetings and all meetings of Lot Owners, must attend and keep the minutes of same, and has charge of all of the books of the Association as well as its records and papers, except those kept by the Treasurer. All minutes must be kept in a businesslike manner and must be available for inspection by Lot Owners and Board members at all reasonable times.

6.8 **The Treasurer.**

A. The Treasurer has custody of the Association's funds and securities, must keep full and accurate accounts of the Association's receipts and disbursements, and must deposit all monies and other valuable effects in the name of, and to the credit of, the Association in such depositories as may be designated by the Board.

B. The Treasurer must disburse the funds of the Association as ordered by the Board, making proper vouchers for such disbursements, and must render an account of all his or her transactions as the Treasurer, and of the financial condition of the Association to the Board whenever it may require it.

C. The Treasurer or such person or entity as may be designated by the Board must collect all Assessments and must promptly report to the Board the status of collections.

D. The Treasurer must maintain accounting records according to good accounting practices and must render to Lot Owners or their authorized representatives, at least annually, a written summary of the Association's fiscal activities.

6.9 **Compensation.** Officers do not receive compensation for their services as officers of the Association. However, nothing prevents an officer from being reimbursed his reasonable expenses in connection with the discharge of his duties as an officer. Further, any officer can provide valuable services to the Association, for which the officer can receive compensation, as long as the services and compensation are approved by the affirmative vote of a majority of all disinterested directors.

6.10 **Resignation.** Any officer may resign at any time at a Board or Members' meeting or by written resignation, delivered to the President or Secretary, which takes effect upon its receipt unless a later date is specified in the resignation, in which event the resignation is effective from such later date. The acceptance of a resignation is not required to make it effective.

## ARTICLE 7

### **FINANCES AND ASSESSMENTS**

7.1 **Depositories**. The funds of the Association must be deposited in the banks and depositories determined and approved by appropriate resolutions of the Board. Funds can be withdrawn only upon checks and demands for money signed by the officer(s) or agent(s) designated by the Board.

7.2 **Fiscal Year**. The fiscal year of the Association begins on the first (1<sup>st</sup>) day of January each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

7.3 **Determination of Assessments**.

A. The Board of Directors must fix and determine the sum necessary and adequate to assess Lot Owners for their share of the Common Expenses set forth in the budget for the Association. Funds for the payment of Common Expenses must be assessed against Lot Owners as provided in the Declaration of Covenants and Restrictions. Lot Owners of combined lots, wherein a Lot Owner has purchased and combined two (2) or more lots into one (1) lot, with one (1) property address as registered with the Property Appraiser of Palm Beach County, are considered one (1) lot for assessment purposes and will pay an assessment equal to all other owners of one (1) lot. Assessments and installments thereof are due on the first (1<sup>st</sup>) day of each month, quarter or half-year as determined by the Board of Directors. Notwithstanding the foregoing, the Board of Directors can change the frequency, amount, date due and manner of collection of Assessments without Lot Owner approval, although Assessments are payable not less frequently than twice annually. Assessments must be in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred but not paid at the time of the annual budget. Special Assessments, if necessary, can be levied in the manner provided in Chapter 720, Florida Statutes, and these Bylaws, and are payable in the manner determined by the Board.

B. Any meeting at which a proposed annual budget of the Association or an amendment thereto will be considered by the Board must be open to all Lot Owners. At least fourteen (14) days prior to a meeting at which a proposed budget of the Association or an amendment thereto will be considered by the Board, the Board must mail, hand deliver or electronically transmit to each Lot Owner at the address last furnished to the Association by the Lot Owner, a notice of such meeting and a copy of the proposed annual budget or amendment thereto.

C. When the Board determines the amount of any Assessment, the Treasurer must mail or present to each Lot Owner a statement of Assessment specifying

the amount of the Assessment and to whom and where the Assessment must be paid and sent. Upon written request, the Treasurer must give a receipt for each payment received.

7.4 **Application of Payments and Commingling of Funds**. All funds collected by the Association must be maintained separately in the Association's name. For investment purposes only, reserve funds can be commingled with operating funds of the Association. Commingled operating and reserve funds must be accounted for separately and a commingled account must not, at any time, be less than the amount identified as reserve funds.

7.5 **Financial Statements**. The Board must prepare an annual financial report in the manner required by Chapter 720, Florida Statutes, as amended or renumbered from time to time.

## ARTICLE 8

### **OFFICIAL RECORDS**

#### 8.1 **Records Defined**

The records available for inspection and copying are defined as those records designated by Florida Statutes, Chapter 720, as same may be amended or renumbered from time to time, as the Official Records of the Association open to inspection and copying by Lot Owners, but only to the extent the Association is required to maintain such records.

#### 8.2 **Records Available**

No records, other than those defined above, are available for inspection or copying. Without limiting the foregoing, the following records are not accessible to Lot Owners: (1) any information or record protected by the lawyer-client privilege, (2) any information or record protected by the lawyer work-product privilege, (3) any information or record in connection with the lease, sale, or other transfer of a lot, (4) any information or record concerning the medical records of owners or residents and (5) any information or record now or hereafter not accessible pursuant to Florida Statutes, Section 720.303(5)(c), as same may be amended or renumbered from time to time.

#### 8.3 **Persons Entitled To Inspect Or Copy**

A Lot Owner or a Lot Owner's authorized representative cannot inspect or copy the records of the Association, except as permitted by law. No person can make a request to inspect or copy the records of the Association or actually inspect or copy the records of the Association as a Lot Owner's authorized representative, unless such person delivers to the Association a written document signed and dated by the Lot

Owner in which such person is expressly appointed as the Lot Owner's authorized representative for this purpose. Only the Lot Owner making the request to inspect or copy the records of the Association, or that Lot Owner's authorized representative, may physically enter the location where the records are to be inspected, so that not more than one (1) person actually performs the inspection. Other persons are prohibited from inspecting or copying the Association records.

#### **8.4 INSPECTION AND COPYING**

A. A Lot Owner, or a Lot Owner's authorized representative, wanting to inspect or copy Association records must submit a written request to the Association. The written request must be mailed by certified mail, return receipt requested, to the Association's official mailing address of: Del Mar Village, Section I, Homeowners Association, Inc., PO Box 3690, Boca Raton, FL 33427. All other methods of delivering a written request are prohibited and all other methods of delivering a written request cannot be accepted. The written request must specify the particular records the Lot Owner wants to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to \_\_\_\_\_", or "All correspondence from \_\_\_\_\_", or "All contracts for \_\_\_\_\_", are not sufficiently specific, are prohibited and such general requests cannot be honored, no inspection or copying of those records will be permitted and such written request is void.

B. Inspection or copying of records is restricted solely to those records specifically designated in the written request for inspection or copying. Inspection or copying of any other records is prohibited.

C. A Lot Owner, or a Lot Owner's authorized representative, cannot submit more than one (1) written request for inspection or copying of records per calendar month. If more than one (1) written request for inspection or copying of records is made within a calendar month, then all such written requests subsequent to the first (1<sup>st</sup>) written request are void, cannot be honored and inspection or copying of records requested in such subsequent written requests are prohibited. No written request can be submitted for the same records requested in a prior written request within the previous six (6) calendar months. If a written request is made for the same records requested in a prior written request within the previous six (6) calendar months, such written request is void, cannot be honored, inspection or copying of those same records is prohibited and such written request is void.

D. Inspections of records must be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. No Lot Owner or authorized representative of a Lot Owner can remove original records from the location where the records are inspected or make any marks or alterations on original records.

E. Records will be made available for inspection on or before the tenth (10<sup>th</sup>) business day subsequent to actual receipt by the Association of the written request for inspection, or such later date in accordance with Florida Statutes, Section 720.303(5), as same may be amended or renumbered from time to time. This time frame can be extended upon written request from the Lot Owner or the Lot Owner's representative. This time frame must be extended in the event the records are so voluminous, or in such condition, or are so old, that obtaining the records within the time frame is not reasonable. The Association can, but is not obligated to, notify the Lot Owner or the Lot Owner's authorized representative, personally, or by telephone, electronic transmission, facsimile transmission, or in writing, that the records are available for inspection, and the time, date and place when the records can be inspected. Records can be inspected only on the tenth (10<sup>th</sup>) business day subsequent to actual receipt by the Association of the written request for inspection, or at the time, date and place designated by the Association, and only during normal Association business hours, or during the normal business hours of the location where the records are to be inspected, if other than the Association office. For the purposes herein, "business day" means Monday through Friday, exclusive of federal, state and local holidays on which the office of the Clerk of Court of this County is closed for business. For purposes herein, "normal business hours" means the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00P.M. and 1:00P.M. to 5:00 P.M., all on a business day. Notwithstanding anything to the contrary, if necessary to complete an inspection of records, a Lot Owner or a Lot Owner's authorized representative may have up to, but not more than, eight (8) hours, provided that, if the inspection has not been completed by the close of customary hours of operation, the inspection must end and the Lot Owner or Lot Owner's representative must return on the next business day during customary hours of operation to complete the inspection, provided further that the total time in the aggregate to complete the inspection cannot exceed eight (8) hours. The Association will not research or otherwise review its records to locate any of the specific records requested to be inspected or copied by the Lot Owner or the Lot Owner's authorized representative. The Association will merely indicate, if known, which drawer, file cabinet, box, or other storage facility in which the official records may be kept, contains the type of record requested to be inspected or copied by the Lot Owner or the Lot Owner's authorized representative. The Lot Owner, or the Lot Owner's authorized representative, is required to sift through, research and/or review the records contained in such storage facility in order to locate the specific records requested to be inspected or copied. However, if the Lot Owner or the Lot Owner's authorized representative and the Association make arrangements and agree for the Association to research, review and/or find the requested records on behalf of the Lot Owner or the Lot Owner's authorized representative, the Association can conduct the research, review and/or finding of the requested records.

F. If, during or immediately upon completion of inspection, a Lot Owner or a Lot Owner's authorized representative wants a copy of a record, the Lot Owner or the Lot Owner's authorized representative must designate, in a separate

writing, on a form provided by the Association, the specific record, or portion thereof, including page numbers, for which a copy is desired, or in the alternative, must designate such record, or portion thereof, by use of a "clip" or "tab" upon the page(s) of the record. Not more than one (1) copy of each record requested is permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records will be made upon request. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, or if the number of pages requested to be copied exceed twenty-five (25) pages in length, then copies of the records will be made available within a reasonable time after a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. In the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical. The Association will not copy records, or make copies of records available, unless the Lot Owner or the Lot Owner's authorized representative actually inspects the records and designates which records the Lot Owner wants copied. The Association will not mail or otherwise deliver the copies of the records to the Lot Owner or the Lot Owner's authorized representative. The Lot Owner, or the Lot Owner's authorized representative, must go to the location where the records were inspected and pick up the copies. Notwithstanding the above, if requested by the Lot Owner or the Lot Owner's authorized representative, the Association can make copies of records without the Lot Owner or Lot Owner's authorized representative actually inspecting the records and can arrange for the copies to be mailed or otherwise delivered by any method agreed to between the Association and the Lot Owner or the Lot Owner's authorized representative. If no inspection of the records is made and the Association agrees to make copies, then copies of records will be made available within a reasonable time, but not less than two (2) business days subsequent to the last date the records would have been available for inspection.

G. A Lot Owner or a Lot Owner's authorized representative wanting a copy of a record must pay fifty cents (50¢) per page copied, or the highest amount permissible by law, whichever is higher. A Lot Owner or Lot Owner's authorized representative, who has made an agreement with the Association for the Association to make copies of records without the Lot Owner or Lot Owner's authorized representative actually inspecting the records, must pay a reasonable expense for finding, obtaining, researching and reviewing the Association's records to locate and copy the records requested, including labor, which expense cannot be less (but may be more) than the actual expense incurred. A Lot Owner or Lot Owner's authorized representative, who has made an agreement with the Association to mail or otherwise deliver copies of records, must pay a reasonable expense for mailing or otherwise delivering the copies, which expense cannot be less (but may be more) than the actual cost of mailing or otherwise delivering the copies. A Lot Owner or a Lot Owner's authorized representative who has made an agreement with the Association to obtain, research, review and/or find the requested records must pay a reasonable expense to the Association for the Association obtaining, reviewing, researching and/or finding the

requested records, which expense cannot be less (but may be more) than the actual expense incurred. Payment in advance is required for the cost of finding, obtaining, researching, or reviewing records; or making a copy; or mailing or delivering a copy. In the event payment is made in form other than cash, cashier's check, money order, or certified check, payment will not be deemed received unless and until payment has cleared. No record will be obtained, researched, reviewed, or located and no copy of a record will be made, mailed, or delivered, unless and until payment therefore is received. Records not normally kept in written form will be produced for inspection in the form in which they are normally kept, unless the law requires the record to be converted to written form. The cost of converting such records to written form will be in addition to any other expense. The Lot Owner or the Lot Owner's authorized representative must pay the reasonable expense of converting such records to written form, which expense cannot be less (but may be more) than the actual cost of making the conversion, or the highest amount permissible by law, unless the law requires the Association to pay the cost of converting the records to written form.

#### **8.5 Manner Of Inspection**

A. No written request for inspection or copying can be made solely to harass another Lot Owner or resident, the Association, or any Association officer, director, employee, or agent.

B. For purposes hereof, a Lot Owner and the Lot Owner's authorized representative are considered one (1) person.

C. All Lot Owners or authorized Lot Owner representatives inspecting or requesting copies of records must conduct themselves in a courteous manner and must not interfere with the normal operation of the Association's office and the duties of its personnel, or the operation of the office where the records are being inspected or copied and the duties of their personnel. The Association, or the office of the location where the records are being inspected, may assign someone to assist in the inspection of the records and, if someone is assigned, all requests for assistance and copies during the inspection must be directed to that person.

D. The Association can maintain a log sheet that will include: (i) the date a written request for inspection or copying of records is received, (ii) from whom the written request for inspection or copying was received, (iii) what records are requested for inspection or copying, (iv) if applicable, the date the person requesting inspection or copying was notified the records would be available for inspection or copying, (v) the date the person requesting inspection or copying actually inspected or received copies of the records, (vi) and a place for the person requesting inspection or copying to sign, acknowledging the records were inspected or copies were received. Every person permitted to inspect or copy records must sign the log sheet prior to actual inspection and prior to taking actual delivery of the copies. No inspection of records is permitted and no copies of records will be delivered unless and until the person requesting inspection or copies signs the log sheet.

## **8.6 Enforcement Of Inspection And Copying Rules**

A. If, during a record inspection or while making copies of records, a Lot Owner or an authorized Lot Owner representative violates any of these rules, the Association must suspend the record inspection or copying until such time as the violator agrees in writing to comply, in which event the inspection or copying will resume on the next business day after receipt of the written agreement, at a time designated by the Association.

B. Requests for inspection and copying not complying with the foregoing rules cannot and will not be honored, but the Association can, in person, by mail, telephone, electronic transmission, or facsimile transmission, notify the person requesting inspection and/or copying how the request fails to comply, although the Association is not obligated to give this notification.

C. The Board of Directors can, in accordance with the fining authority and procedures set forth in the Governing Documents, levy a fine against any person who fails to comply with these provisions.

D. The Board of Directors can take whatever appropriate legal action is available against any person who fails to comply with these provisions.

E. Nothing in these provisions can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.

## **ARTICLE 9**

### **PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) must be used as a guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings must also be conducted in accordance with these Bylaws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings unless he or the Board of Directors designates a third (3<sup>rd</sup>) person, as Parliamentarian, are binding on all matters of procedure, unless contrary to law.

## ARTICLE 10

### AMENDMENTS

Except as otherwise provided elsewhere, these Bylaws can be amended in the following manner:

A. **Proposal of Amendments.** An amendment can be proposed by the President of the Association, a majority of the Directors, or by fifty percent (50%) of the entire voting interests.

B. **Proposed Amendment Format.** Proposals to amend existing Bylaws must contain the full text of the article to be amended. New words must be underlined and words to be deleted must be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BYLAWS. SEE BYLAW NUMBER \_\_\_\_\_ FOR PRESENT TEXT."

C. **Notice.** Copies of proposed amendments must be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

D. **Adoption of Amendments.** A resolution for the adoption of a proposed amendment must be adopted by a vote of a majority of the voting interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of a majority of the entire voting interests. Amendments correcting errors, omissions or scrivener's errors can be executed by the officers of the Association, upon Board approval, without need for Association membership vote.

E. **Effective Date.** An amendment, when adopted, becomes effective after being recorded in the Palm Beach County Public Records according to law.

F. **Automatic Amendment.** These Bylaws are deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Covenants and Restrictions or the Articles of Incorporation. Whenever Chapter 720, Florida Statutes (2008) Chapter 617, Florida Statutes (2008), or other applicable statutes or administrative regulations, as amended or renumbered from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board can operate the Association pursuant to the less stringent requirements. The Board of Directors without a vote of the Lot Owners, can adopt by majority vote, amendments to these Bylaws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and 720 of the Florida Statutes (2008), or such other statutes or administrative regulations as required for the operation of the Association, all as amended or renumbered from time to time.

G. **Proviso.** Provided, however, that no amendment can change the configuration of any Lot or the share in the Common Areas, or increase the Lot Owner's proportionate share of the Common Expenses, unless the record Owner of the Lot concerned and all record Owners of the mortgages on such Lot join in the execution of the amendment, and all other Lot Owners approve the amendment.

## ARTICLE 11

### **SEAL**

The seal of the Association, if utilized, must have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit." Said seal can be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

## ARTICLE 12

### **CONFLICT**

12.1 **Conflicts.** The term "Governing Documents," as used in these Bylaws and elsewhere include the Declaration of Covenants and Restrictions, Articles of Incorporation, these Bylaws, the Rules and Regulations of the Association, the Plats, Surveys, Plot Plans, and graphic descriptions of improvements of record, and all other exhibits to the original Declaration of Covenants and Restrictions. In the event of a conflict between the language in the Declaration of Covenants and Restrictions and the graphic descriptions of record, the graphic descriptions of record controls. In the event of a conflict between language in any of the other Governing Documents, the following priorities control:

1. Declaration of Covenants and Restrictions;
2. Articles of Incorporation;
3. Bylaws; and,
4. Rules and Regulations.

12.2. **Gender.** The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns must be construed to include all genders and encompass the plural as well as the singular.

12.3. **Severability.** In the event that any provisions of these Bylaws is deemed invalid, the remaining provisions are in full force and effect.