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AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SANTA BARBARA

RECORD AND RETURN TO:  
LAW OFFICES OF ANDREW B. BLASI, P.A.  
7900 GLADES ROAD, SUITE 445  
BOCA RATON, FL 33434

**TABLE OF CONTENTS**

	<u>Page</u>
1. DEFINITIONS .....	2
1.01 Articles .....	2
1.02 Assessment .....	2
1.03 Association .....	2
1.04 Board .....	2
1.05 Buffer Areas .....	2
1.06 By-laws .....	2
1.07 Common Areas .....	2
1.08 Common Expenses .....	3
1.09 Common Surplus .....	3
1.10 Declarant .....	3
1.11 Declaration .....	3
1.12 Institutional Lender .....	3
1.13 Home .....	4
1.14 Lake Tract .....	4
1.15 Lot .....	4
1.16 Owner .....	4
1.17 Perimeter Walls .....	4
1.18 Person .....	4
1.19 Plats .....	4
1.20 Property .....	4
2. ASSOCIATION .....	5
2.01 Articles .....	5
2.02 By-laws .....	5
2.03 Powers of the Association .....	5
2.04 Approval or Disapproval of Matters .....	5
2.05 Acts of the Association .....	5
2.06 Management and Cable Television Contracts .....	5
2.07 Membership .....	6
2.08 Owners Voting Rights .....	6
3. EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS .....	6
3.01 By Association .....	6
3.02 By Owners .....	7
4. COMMON AREAS; GENERAL DUTIES AND OBLIGATIONS OF THE ASSOCIATION .....	9

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4.01	Conveyance of Common Areas to Association	9
4.02	Use and Benefit	10
4.03	Grant and Modification of Easements	10
4.04	Additions, Alterations or Improvements	10
4.05	Utilities	10
4.06	Taxes	11
4.07	Insurance	11
4.08	Default; Rights of Institutional Lenders	12
4.09	Damage or Destruction	12
4.10	Mortgage and Sale of Common Areas	12
4.11	Specific Maintenance Responsibilities	13
5.	EASEMENTS	14
5.01	Easement for Pedestrian and Vehicular Traffic	15
5.02	Perpetual Non-exclusive Easement in Common Areas	15
5.03	Service and Utility Easements	15
5.04	Service and Maintenance Easement	16
5.05	Encroachments	16
5.06	Easements for Overhangs	16
5.07	Easements for Privacy Walls	16
5.08	Additional Easements	16
6.	USE RESTRICTIONS	17
6.01	Garages	17
6.02	Outside Storage of Personal Property	17
6.03	Portable Buildings	17
6.04	Garbage and Trash	17
6.05	Parking and Other Vehicle Restrictions	17
6.06	Pets	18
6.07	Air Conditioning Units; Tanks	19
6.08	Clotheslines and Outside Clothes Drying	19
6.09	Nuisances	19
6.10	Outside Antennas; Cable Television Signals and Service; Outdoor Signs	19
6.11	Boats	20
6.12	Outside Equipment	20
6.13	Enclosures	20
6.14	Surface Water Management	20
6.15	Architectural Control for Exterior Changes	20
6.16	Rules and Regulations	22
6.17	Waiver	22
6.18	Leasing of Homes	22
6.19	Privacy Walls	23

This is a Certified Copy

6.20	Rights Reserved to Declarant .....	24
7.	ASSESSMENT FOR COMMON EXPENSES .....	24
8.	DEFAULT .....	26
8.01	Monetary Defaults and Collection of Assessments .....	26
8.02	Non-Monetary Defaults .....	29
8.03	Fines .....	29
8.04	Negligence .....	30
8.05	Responsibility of an Owner for Occupants, Tenants, Guests and Invitees .....	30
8.06	Rights of Association to Evict Tenants, Occupants, Guests and Invitees .....	30
8.07	No Waiver .....	31
8.08	Rights Cumulative .....	31
8.09	Enforcement by or against Other Persons .....	31
9.	TERM OF DECLARATION .....	31
10.	AMENDMENTS .....	31
11.	SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS ...	33
11.01	Notice of Action .....	33
11.02	Consent of Institutional Lenders .....	33
11.03	Payment of Taxes and Insurance .....	34
12.	MISCELLANEOUS .....	34
12.01	Conflict with Articles or By-laws .....	34
12.02	Authority of Association and Delegation .....	34
12.03	Severability .....	34
12.04	Validity .....	34
12.05	Assignment of Declarant's Rights .....	34
12.06	Performance of Association's Duties by Declarant .....	35
12.07	Inapplicability of Condominium Act .....	35
12.08	Actions Against Declarant .....	35
12.09	Membership in Other Entities .....	35

**EXHIBITS**

- A Legal Description of the Property
- B Articles of Incorporation of Santa Barbara Property Owners' Association
- C Bylaws of the Association
- D Perimeter Wall Location Plan

AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
SANTA BARBARA  
(formerly Glades Landing)

THIS AMENDED AND RESTATED DECLARATION is made this \_\_\_\_ day of March, 1991 by AHMANSON DEVELOPMENTS, INC., a California corporation (Declarant).

RECITALS

A. On January 5, 1990 a certain Declaration of Maintenance Covenants-Glades Landing dated January 3, 1990, executed by Arvida/JMB Partners, as the owner of certain real property described therein and on Exhibit A attached hereto (the Property) was recorded in Official Records Book 6315 Page 334, of the Public Records of Palm Beach County, Florida, pursuant to which the Property was submitted to the terms, conditions and provisions of said declaration.

B. Declarant now owns the Property, intends to develop it as a residential community, and desires to amend and restate the said Declaration of Maintenance Covenants-Glades Landing as hereinafter set forth (which document, as herein and hereinafter amended, is referred to as the Declaration). The purpose of this Declaration is to provide various use and maintenance requirements and restrictions in the best interest of the Owners of Homes within the Property, and to protect and preserve values of the Lots within the Property. This Declaration will also establish the Association which will own, operate and/or maintain various portions of the Property and improvements constructed within the Property, will have the right to enforce the provisions of this Declaration, and will be given various other rights and responsibilities. The expenses of the Association will be shared by the Owners of Lots within the Property, each of who will be members of the Association.

NOW THEREFORE, Declarant hereby declares that said Declaration of Maintenance Covenants-Glades Landing is amended and restated as hereinafter set forth and the Property, and such additions to the Property as may or after be made pursuant to the terms of this Declaration, shall be held, sold, conveyed, leased, mortgage and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this Declaration, all of which are created in the best interest of the Owners of Lots and residents of the Property, and which shall run with the Property and shall be binding upon all Persons having and/or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the

benefit of each and any person from time to time, owning or holding an interest in the Property, or any portion thereof.

**1.00 DEFINITIONS.** The terms used in this Declaration, and in the Articles and the Bylaws, shall have the following meanings unless the context otherwise requires:

**1.01 Articles** means the Amended and Restated Articles of Incorporation of the Association attached hereto as Exhibit "B." as same may be amended from time to time.

**1.02 Assessment** means the amount of money which may be assessed against an Owner for the payment of the Owner's share of Common Expenses pursuant to this Declaration, and/or any other funds which an Owner may be required to pay to the Association as provided by this Declaration, the Articles or the Bylaws.

**1.03 Association** means the Santa Barbara Property Owners' Association, Inc., a Florida non-for-profit corporation, (formerly known as Glades Landing Maintenance Association, Inc., established pursuant to the Articles of Incorporation thereof) established pursuant to the Amended and Restated Articles of Incorporation attached hereto as Exhibit "B" and by this reference made a part hereof, as the same may be amended from time to time.

**1.04 Board** means the Board of Directors of the Association.

**1.05 Buffer Areas.** The 30 foot (more or less) portions of the Common Areas at the easterly, westerly and southerly boundary of the Property, and the 15 foot (more or less) portion of the Common Areas at the northerly boundary of the Property.

**1.06 Bylaws** means the Amended and Restated Bylaws of the Association attached hereto as Exhibit "C" and by this reference made a part hereof, as the same may be amended from time to time.

**1.07 Common Areas** means all real property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the Association or which is declared to be a part of the Common Areas either by Declarant or by this Declaration. Common Areas may include, but are not limited to, open areas, roads, Lake Tracts, swales and other water-retention areas, entranceways, streetlights, monuments and other entrance features, visitor's station (such as a guardhouse or gate), boundary and Perimeter Walls, sidewalks, swimming pool, pool deck, spa, fountain(s), directional and street signs, clubhouse, tennis courts and other recreational facilities, and other similar properties; however, Declarant makes no representation or warranty that any or all of the foregoing types of Common Areas will be provided or shall exist within the Property.

**1.08 Common Expenses** means all expenses of any kind or nature whatsoever incurred by the Association, including but not limited to the following:

**1.08.1** Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Areas, or any other property to be maintained by the Association as provided in this Declaration, including but not limited to utilities services, taxes, assessments, insurance, administration, operation, maintenance, repairs, improvements and alterations.

**1.08.2** Expenses of obtaining, repairing or replacing personal property or facilities used in connection with any Common Area or the performance of any of the Association's duties.

**1.08.3** Expenses incurred in connection with the administration, operation and management of the Association.

**1.08.4** Expenses declared to be Common Expenses by the provisions of this Declaration or by the Articles or Bylaws.

**1.09 Common Surplus** means the excess of Assessments and all other receipts of the Association over the amount of the Common Expenses.

**1.10 Declarant** means the Person executing this Declaration, or any Person who may be assigned the rights of Declarant pursuant to a written assignment executed by the then-present Declarant recorded in the Public Records of Palm Beach County, Florida. In addition, in the event any Person who obtains title to all of the Property then owned by Declarant as a result of the foreclosure of any mortgage or by the acceptance of a deed in lieu thereof, such Person may elect to become the Declarant by a written election recorded in the Public Records of Palm Beach County, Florida and regardless of the exercise of such election, such Person may appoint as Declarant any third party who acquires title to all or any portion of the Property by written appointment recorded in the Public Records of Palm Beach County, Florida. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant, except as same may be expressly assumed by the subsequent Declarant.

**1.11 Declaration** means this Amended and Restated Declaration of Covenants and Restrictions, as the same may hereafter be amended from time to time, including any and all exhibits appended to this Declaration and to any amendments hereof.

**1.12 Institutional Lender** means any Person holding a mortgage encumbering a Lot, which Person in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which Person is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not



limited to, a federal or state-chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Declarant, whether or not such holder would otherwise be considered an Institutional Lender.

1.13 **Home** means the residential dwelling constructed upon a Lot.

1.14 **Lake Tracts** means and refers to those portions of the Property designated on any recorded Plats as a "Lake Tract" or "Water Management Tract".

1.15 **Lot** means any parcel of land located within the Property which has been or is intended to be conveyed by Declarant to an Owner and which contains or is intended to contain a Home. Each such Lot shall include any Home constructed upon the Lot.

1.16 **Owner** means the record owner, whether one or more persons or entities, of the fee simple title to a Lot, including contract sellers (but not contract purchasers) and Declarant.

1.17 **Perimeter Wall(s)** means and refers to the masonry walls which are part of the original construction provided by Declarant as shown by dotted lines on Exhibit "D" attached hereto, as said walls may be replaced from time to time.

1.18 **Person** means an individual, corporation, partnership, trust or any other entity validly existing at law or created by statute.

1.19 **Plats** means and refers to all plats of any portion of the Property now or hereafter duly recorded in the Public records of Palm Beach County, Florida, including, without limitation, the plats: "Glades Landing, Phase One" recorded in Plat Book No. 50, on pages 99 and 100; "Santa Barbara", recorded in Plat Book No. 67 on pages 45 and 46; "Glades Landing Plat 2" recorded in Plat Book No. 65 on pages 172 through 176; "Glades Landing Plat 3" recorded in Plat Book No. 66 on pages 115 through 117; "Glades Landing Plat 4", (to be recorded), together with any and all replats or subdivisions thereof and any and all amendments thereto.

1.20 **Property** means and refers to the real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof, all of which is made subject to this Declaration.

**2.00 ASSOCIATION.** In order to provide for the administration of the Property and this Declaration, the Association has been organized under the laws of the State of Florida.

**2.01 Articles.** No amendment to the Articles shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided in this Declaration.

**2.02 Bylaws.** No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided in this Declaration.

**2.03 Powers of the Association.** The Association shall have all of the powers indicated or incidental to those contained in the Articles and Bylaws. In addition, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. By this Declaration, the Property is hereby submitted to the jurisdiction of the Association.

**2.04 Approval or Disapproval of Matters.** Whenever the decision of the Owners is required upon any matter, whether or not the subject of an Association meeting, such decisions shall be expressed in accordance with the Articles and Bylaws, except as otherwise provided in this Declaration.

**2.05 Acts of the Association.** Unless the approval or action of the Owners and/or a certain specific percentage of the Board is specifically required by this Declaration, the Articles or Bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Owners, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as specifically provided in this Declaration to the contrary.

**2.06 Management and Cable Television Contracts.** The Association shall have the right to contract for professional management on such terms and conditions as the Board deems desirable in its sole discretion; provided, however, that any such contract shall not exceed eight (8) years and shall be terminable by either party without cause and without payment of a termination or penalty fee on sixty (60) days or less written notice. Declarant shall have the right to enter into, or cause the Association to enter into, a contract with such entity as Declarant shall determine, to install and furnish cable television equipment and service within the Property and to every Lot, which contract may be for such duration, with such easements and upon such terms and conditions, as Declarant deems appropriate. Upon expiration or termination of any such

contract, the Association shall have the same right to enter into cable television equipment and service contracts to serve the Property and every Lot.

**2.07 Membership.** All Owners shall be members of the Association. Membership as to each Lot shall be established and transferred as provided by the Articles and Bylaws.

**2.08 Owners Voting Rights.** The votes of the Owners shall be established and exercised as provided in the Articles and Bylaws.

### **3.00 EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS**

#### **3.01 By Association**

**3.01.1 Common Areas and Other Property.** Except as otherwise provided in this Declaration, the Association shall maintain in good condition, at all times, all Common Areas and improvements situated thereon or upon any other real property owned by the Association including, without limitation, the Lake Tracts, banks of the Lake Tracts any lake maintenance easement or other easement or portion of the Property which the Association is obligated to maintain, pursuant to any recorded Plats of any portion of the Property, and the Buffer Areas, except for those portions of the Buffer Areas to be maintained by the Owners as hereinafter provided. The Buffer Areas shall be used only for landscaping, water drainage and buffer purposes. If, pursuant to any easement or other instrument to which the Association is or hereafter becomes a party, or pursuant to any obligation of the Association set forth in this Declaration, the Association is to maintain any real property or improvements not within the Property, the Association shall maintain the same in good condition at all times. The Association shall also have the right to assume the obligation to operate and/or maintain any other real property which is not owned by the Association if the Board, in its sole discretion, determines that the operation and/or maintenance of such real property by the Association would be in the best interests of the residents of the Property. Such assumption by the Association of the obligation to operate and/or maintain any real property which is not owned by the Association may be evidenced by a supplement to this Declaration, or by a written document recorded in the Public Records of Palm Beach County, Florida and may be made in connection with an agreement with any Owner, the Declarant, Arvida/JMB Partners, a Florida general partnership, or any governmental or quasi-governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any such real property may be made a permanent obligation of the Association. The Association may also enter into agreements with any other Person, or any governmental authority, to share in the maintenance responsibility of any real property if the Board, in its sole and absolute discretion, determines this would be in the best interest of the Owners. Notwithstanding the foregoing, if any Owner or any resident of any Lot, or their guests or invitees, damages any Common Areas or any improvement thereon, the Owner of such Lot shall be liable to the Association for the cost incurred to repair,

restore or replace such Common Area or improvement to the extent not covered by the Association's insurance.

**3.01.2 Front Yards of Lots.** Until such time as the Board determines otherwise, the Association shall, at its cost, maintain, repair and replace all landscaping within the front yard of each Lot and the irrigation systems (including the clocks and timers) which service the front yards and under no circumstances shall an owner cut, remove, replace or make additions or changes to the landscaping within his front yard. The Board may, however, in its discretion, determine that such front yard landscaping and irrigation system (excluding, however, the clock and timer) shall be maintained, repaired and replaced by the owner of each Lot. In such event, such landscaping and irrigation system (excluding the clock and timer) shall be maintained, repaired and replaced subject to the terms, provisions and limitations contained in Paragraph 3.02.2 that apply to the landscaping and irrigation system in the rear yards of the Lots, or to such other terms and provisions as the Board shall establish, provided that no Owner shall install, remove or replace any landscaping within the front yard of his Lot without complying with those provisions in Paragraph 3.02.2 that govern the landscaping within the rear yard of his Lot and with such other terms and provisions as the Board shall establish. Each owner shall pay the water bills incurred in the use and operation of the irrigation system that services his Lot and the right-of-way in front of his Lot.

**3.01.3 Clocks and Timers.** The Association shall (a) at its cost, maintain, repair and replace all clocks and timers that regulate the irrigation systems that service the Property, including the clocks and timers on the Lots, (b) have the sole and exclusive right and authority to set the watering schedule for the Property, including the individual Lots, and (c) shall have easements over, upon and across each Lot for the purpose of performing its obligations hereunder. Each owner shall have access to the clock and timer on his Lot solely to verify that the irrigation system servicing the rear yard of his Lot is working properly. Under no circumstances shall any Owner alter the watering schedule set by the Association.

### **3.02 By Owners.**

**3.02.1 In General.** Except as hereinafter set forth, each Owner shall maintain his Home and all improvements upon his Lot in first class condition and repair and in a neat and attractive manner at all times. All service walks, driveways and parking areas within or exclusively serving a Lot shall be maintained by the Owner of that Lot and shall be kept clean and free of debris, and cracked, damaged and/or eroded areas on same shall be repaired, replaced and/or resurfaced by the Owner as is necessary. Said areas shall be repaired and replaced in accordance with plans presented to and approved by the Association, and in the event of any resurfacing or replacement the original color shall be maintained. Each Owner shall maintain the lighting on his Home or in his Lot, his address tiles, and any patio areas, screenings and permitted awnings on his Lot.

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**3.022 Rear Yards of Lots and Adjoining Buffer Areas.** Each Owner shall, at his cost, maintain, repair and replace the landscaping installed by Declarant in the rear yard of his Lot and in that portion of any Buffer Area that adjoins the rear and/or side boundary line of his Lot and lies within the area bounded by said rear and/or side boundary line or lines, by the Perimeter Wall installed by Declarant within such adjoining Buffer Area and by the boundary lines of the Lot and/or straight-line extensions thereof to the point of intersection with the such Perimeter Wall. All such landscaping shall be maintained in a neat, trim and tasteful condition and appearance, in accordance with the landscaping plans approved by the Association, and, as reasonably required, mowing, watering, trimming, fertilizing and weed, insect and disease control shall be performed by the Owner. No landscaped areas shall be paved or covered with gravel or any artificial surface without the prior written consent of the Association. All dead or diseased sod, plants, shrubs or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot other than within a Home. Each Owner shall also, at his cost, maintain, repair and replace the irrigation system (excluding the clock and timer) that services his rear yard and that portion, if any, of the adjoining Buffer Area he is required to maintain pursuant hereto. Such Owner shall also pay the water bills incurred in the use and operation of said irrigation system.

Notwithstanding the foregoing: (a) the Buffer Area adjoining Lot 128 shall be deemed to be a part of the front yard of said Lot and the landscaping and related irrigation system shall be the sole responsibility of the Association as hereinabove provided; (b) if Declarant installs a Perimeter Wall within the rear yards of Lots 76, 77, 78, 79 and 80, maintenance, repair and replacement of the landscaping within that portion of the said Lots lying south of such Perimeter Wall and the irrigation system and water bills for such landscaping shall be the sole responsibility of the Association.

No Owner shall install, remove or replace any landscaping within the rear yard of his Lot or in the Buffer Area he is required to maintain, without the prior written consent of the Association obtained in accordance with Paragraph 6.15, provided that an Owner may, without such consent, replace plantings installed by Declarant or approved by the Association pursuant to paragraph 6.15 with plantings of comparable size, appearance, quality and heartiness at the time of their removal and install them in the same general location as the plantings that were replaced.

An Owner may, with approval of the Association as provided in Paragraph 6.15, plant shrubs, flowers and bushes within the Buffer Area he is required to maintain provided they are harmonious in size, general appearance, quality and heartiness with the landscaping in his rear yard, but in no event shall any trees be planted, other than those, if any, planted by Declarant, or any sheds, buildings or other structures be installed, erected, placed, or otherwise situated thereon. Notwithstanding anything in this Declaration or in any other instrument to the contrary, any Buffer Area an Owner is required to maintain shall be for the exclusive use of such Owner, subject however, to the continuing and perpetual right of the Association to enter on, upon and over such

Buffer Area, and to have access thereto, for such purposes as may be reasonable or proper in connection with the rights, duties and obligations of the Association.

**3.02.3 Perimeter Walls and Fencing.** Each Owner shall, at his cost, provide routine maintenance and repair for the vertical surface of any Perimeter Wall that faces his Lot and either (i) constitutes a boundary of the Buffer Area to be maintained by such Owner pursuant to Paragraph 3.02.2, or (ii) is situated on the boundary line of such Owner's Lot, or (iii) is situated within such Owner's Lot. Except for the foregoing, all routine maintenance and repair of Perimeter Walls, and all replacements of Perimeter Walls, shall be the responsibility of the Association. For purposes hereof, "routine maintenance and repair" shall mean painting, tuckpointing, pressure cleaning and all other repair and maintenance, but shall exclude replacement, in whole or in part. Any repainting of the Perimeter Walls and fences shall be the same as the original color unless a change is approved by the Association as provided in Paragraph 6.15. The Association shall have an easement to enter upon any Lot for the purpose of performing its obligations hereunder. Each of the respective Owners of Lots 23 through 26 and 92 through Lot 118 shall, at his cost, have full responsibility to maintain, repair and replace the fencing that is situated on the boundary line(s) of his Lot except that the maintenance, repair and replacement of the fencing situated on the dividing line between Lots 117 and 118 is governed by Paragraph 6.19.

**4.00 COMMON AREAS; GENERAL DUTIES AND OBLIGATIONS OF THE ASSOCIATION.**

**4.01 Conveyance of Common Areas to Association.**

**4.01.1 By Declarant.** Declarant shall have the right to convey title to any real or personal property owned by Declarant, or any easement or interest therein, to the Association as a Common Area, and the Association shall be required to accept such conveyance. Any such conveyance of Common Areas to the Association by Declarant shall be effective upon recording the deed or instrument of conveyance in the Public Records of Palm Beach County, Florida. Fee simple title to the Common Areas shall be transferred by Declarant on or before the date Declarant is no longer entitled to elect one or more directors.

**4.01.2 By Any Other Person.** Any other Person may also convey title to any real property owned by such Person, or any easement or interest therein, to the Association as a Common Area, but the Association shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such real property upon the Association, unless the Board expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records of Palm Beach County, Florida.

**4.02 Use and Benefit.** All Common Areas shall be held by the Association for the use and benefit of the Association and the Owners and residents of the Property, and their respective guests and invitees, the Institutional Lenders and any other Persons authorized to use the Common Areas, or any portion thereof, by Declarant or the Association for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms, provisions and restrictions of this Declaration, the terms of any utility easement or other easement, restriction, reservation or limitation of record affecting the Common Areas, including, without limitation, the terms, provisions and restrictions contained in the Amended and Restated Lake Maintenance Agreement referred to in Paragraph 4.11.50(iii), or contained in the deed or instrument conveying the Common Areas to the Association, and to any rules and regulations duly adopted by the Association. An easement and right for such use is hereby created in favor of all Owners, appurtenant to the title to their Lot.

**4.03 Grant and Modification of Easements.** Subject to the rights and necessary consents and approvals from all applicable governmental authorities and other third parties, the Association shall have the right to grant, modify or terminate easements over, under, upon and/or across any Common Areas, and shall have the further right to modify, relocate or terminate existing easements in favor of the Association.

**4.04 Additions, Alterations or Improvements.**

**4.04.1** The Association shall have the right to make additions, alterations or improvements to the Common Areas and to purchase any furniture, athletic, recreational and other equipment, tools, supplies, appliances and other personal property, as it deems necessary or desirable from time to time; provided, however, that the consent of two-thirds (2/3) of the Owners and a majority of the Institutional Lenders shall be required for any addition, alteration or improvement, or any purchase of personal property, exceeding a sum equal to twice the aggregate monthly Assessments then payable by all the Owners, or if the cost of all additions, alterations, improvements and purchases of personal property shall in any fiscal year exceed in the aggregate a sum equal to four (4) times the aggregate monthly Assessments then payable by all of the Owners. The foregoing approval shall not be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing Common Areas, or any existing improvements or personal property associated with existing Common Areas. The cost and expense of any such additions, alterations or improvements to the Common Areas, and the purchase of any personal property, shall be a Common Expense. Notwithstanding the foregoing, so long as Declarant owns any portion of the Property, Declarant shall have the right, at its expense, to make any additions, alterations or improvements to the Common Areas as Declarant may, in its sole discretion, desire from time to time, without the consent or approval of any other Person.

**4.05 Utilities.** The Association shall pay the cost for provision of all utilities services for the Common Areas or for any other real or personal property to be maintained or operated by the Association, as a Common Expense.

**4.06 Taxes.** The Association shall pay all real and personal property taxes and municipal assessments for the Common Areas or for any real property owned by the Association, as a Common Expense.

**4.07 Insurance.** The Association shall purchase insurance as a Common Expense, as follows, to the extent such insurance is available:

**4.07.1 Hazard Insurance** protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the then current replacement cost of all Common Areas (exclusive of land, landscaping, foundations, excavations and other items normally excluded from coverage), and any improvements situated upon any real property owned by the Association. Such insurance shall also cover fixtures and building service equipment and personal property and supplies owned by the Association.

The Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Property insured hereunder. The cost of any such appraisal shall be a Common Expense.

Each Owner shall be responsible for insuring his Home and all other improvements on his Lot, his furnishings and all other personal property whether within his House, stored on his Lot, within his Home or elsewhere on the Property, and his personal liability, including liability arising out of the use and or ownership of his Home and Lot. The Association shall not use hazard insurance proceeds payable by reason of loss or damage to the Common Areas or to any improvements owned by the Association for any purpose other than repair, replacement or reconstruction of any such damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the Owners and a majority of the votes of the Institutional Lenders.

**4.07.2 Comprehensive General Liability Insurance** protecting the Association from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

**4.07.3 Blanket Fidelity Bonds** for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent, which coverage shall be at least for the sum of three (3) months aggregate Assessments on all Homes plus the Association's reserve funds, if any.

**4.07.4 Other Insurance.** Such other commercially reasonable and prudent insurance coverage as may be desired by the Association, or by a majority of the Institutional Lenders, such as flood insurance, errors and omissions insurance, workers



compensation insurance, directors and officers' liability insurance or any other customary form of insurance.

**4.07.5 Notices.** All insurance purchased by the Association must include a provision requiring at least ten (10) days written notice to both the Association and to the Institutional Lenders before the insurance can be cancelled or the coverage reduced or modified for failure to pay premiums or any other reason.

**4.07.6 Deductible.** Any deductible or exclusion under the policies shall be a Common Expense and shall not exceed \$2,500 or such other greater sum as is approved by the Board with the consent of a majority of the Owners and a majority of the Institutional Lenders.

**4.07.7 Rights of Institutional Lenders to Approve Insurance.** Upon request, each Institutional Lender shall have the right to receive a copy or certificate of the insurance purchased by the Association. Each Institutional Lender shall have the right upon notice to the Association to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the Association, and to require the Association to purchase insurance complying with the reasonable and customary requirements of the Institutional Lender. In the event of a conflict between the Institutional Lenders, the requirements of the Institutional Lender holding mortgages encumbering Homes which secure the largest aggregate indebtedness shall control.

**4.08 Default; Rights of Institutional Lenders.** Any Institutional Lender may pay for any utilities, taxes or municipal assessments on or with respect to the Common Areas or insurance premiums to be paid by the Association which are not paid by the Association when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the Association, plus interest and any costs of collection, including attorneys' fees.

**4.09 Damage or Destruction.** In the event any improvement within any Common Area is damaged or destroyed due to fire, flood, wind or other casualty or reason, the Association shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the Owners and a majority of the Institutional Lenders. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a Common Expense, and the Association shall have the right to make a special Assessment for any such expense.

**4.10 Mortgage and Sale of Common Areas.** The Association shall not abandon, partition, subdivide, encumber, sell or transfer any Common Areas owned by the Association without the approval of at least two-thirds (2/3) of the votes of the Owners and a majority of the Institutional Lenders. If ingress or egress to any Lot is

through any Common Areas, any conveyance or encumbrance of such Common Area shall be subject to an appurtenant easement for ingress and egress in favor of the Owner of each such Lot unless reasonable alternative ingress and egress is provided to the Owner.

**4.11 Specific Maintenance Responsibilities.** In addition to the foregoing, the Association at its cost, shall be specifically responsible for the maintenance of the following portions of the Property, and the Association is hereby granted any and all such easements over those portions of the Property as shall be necessary, appropriate or proper to enable the Association to adequately perform such maintenance:

**4.11.1 Roads and Streetlighting.** The Association shall maintain all roads within the Property and all streetlighting within the Property, including those utilities services and apparatus used in connection with the streetlighting.

**4.11.2 Sidewalks, Service Walks, Driveways and Patios.** The Association shall maintain the common sidewalks within the Common Areas. The service walk and driveway that serves each Lot, including that portion within the Common Areas that extends from each Lot to the street, and any patio within a Lot, shall be the responsibility of the Owner of that Lot as more fully set forth in Paragraph 3.02.1.

**4.11.3 Mailboxes.** The mailboxes that serve the Lots shall be maintained, repaired and replaced by the Association.

**4.11.4 Exterior Painting of Homes.** Notwithstanding anything in this Declaration to the contrary, the Board of the Association may, in its discretion, elect to have the Association assume the exclusive responsibility and obligation, at the Association's expense, for painting the exterior of the Homes, in which case the Homes shall be painted by the Association as needed. Unless the Board so elects, each Owner, shall be responsible for painting the exterior of his Home. Any painting shall retain the original color of the Homes unless a color change is approved in writing by the Association pursuant to Paragraph 6.15.

**4.11.5 Additional Obligations of the Association.** The Association shall at its cost:

- (a) Maintain, at its cost, the parcels and easements which, pursuant to the Plats, the Association is obligated to maintain.
- (b) Maintain, at its cost, the canal bank (to the water's edge) that lies north of the northerly boundary of the Property.
- (c) Maintain, at its cost, any other parcels or tracts of land contiguous, adjacent or in reasonable proximity to the Property which the Association is obligated to maintain pursuant to any duly recorded instrument to which Declarant is a party.

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(d) Assume the following rights and pay the following obligations:

(i) The rights and obligations of Arvida/JMB Partners under that certain Agreement dated November 13, 1987 between Arvida/JMB Partners and Boca West Maintenance Association, Inc. which provides for the sharing of the maintenance cost to irrigate and landscape the median of Jog/Powerline Road adjacent to the Property.

(ii) Seventy-seven percent (77%) of the rights and obligations of Arvida Corporation under that certain Glades Road Maintenance Agreement dated January 3, 1980 between Arvida Corporation, Via Verde Homeowners' Association, Inc. and Boca West Maintenance Association, Inc (as assigned to Arvida/JMB Partners on September 10, 1987) which provides for the operation and maintenance of landscaping and irrigation and pump stations on certain portions of Glades Road by Arvida Corporation and the sharing of the costs thereof as billed by Arvida Corporation.

(iii) The rights and obligations of Ahmanson Developments, Inc. under that certain Amended and Restated Lake Maintenance Agreement dated February 13, 1990, recorded in Official Records Book 6434 at Page 479 of the Public Records of Palm Beach County, Florida, except for the obligations of Ahmanson Developments, Inc. with respect to the design and construction of the lake which is the subject matter of said Agreement.

(iv) The rights and obligations of the Association under that certain Agreement between Glades Landing Maintenance Association and the City of Boca Raton pursuant to which the Association agrees to indemnify the City for certain claims resulting from drainage from St. Andrews roadway into the Lake Tracts on the Property.

(v) All other obligations imposed upon or undertaken by the Association on the Plats, all obligations imposed, required by, and/or set forth in any agreement with, any applicable governmental authority, and all obligations set forth in any other agreement entered into by the Association and/or by Declarant on behalf of or for the benefit of the Association, including, without limiting the generality of the foregoing, all utility easements, all indemnity and hold harmless undertakings and obligations, that certain Agreement for Grant of Easement and Cable Television dated June 7, 1999 among WB Cable Associates, Ltd., Declarant and the Association, as it may be amended, and such agreement as Declarant, in its sole discretion, may enter into and/or cause the Association to enter into with a third party to provide monitoring services to the individual Homes.

**5.00 EASEMENTS.** Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to

unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this Declaration.

**5.01 Easements for Pedestrian and Vehicular Traffic.** Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the Common Areas and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the Common Areas as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the Owners and the residents of the Property, and their guests and invitees, and the Institutional Lenders.

**5.02 Perpetual Nonexclusive Easement in Common Areas.** The Common Areas shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all Owners and residents of the Property from time to time, and their guests and invitees, and Institutional Lenders for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

**5.03 Service and Utility Easements.** Easements in favor of governmental and quasi-governmental authorities, utilities companies (including but not limited to the providers of electric, telephone, telecommunications, water, sewer, drainage and similar services), cable television and communications companies, security/surveillance system companies, ambulance or emergency vehicle companies and mail carrier and courier services (i) over and across all roads existing from time to time within the Property, and (ii) over, under, upon and across the Common Areas, all as may be reasonably required to permit the foregoing providers, and their agents and employees, to undertake their respective authorized services to and for the Property and the Owners, provided that easements in favor of cable television and communication companies and security/surveillance system companies shall be only as granted in writing by the Association. Also, easements over, under, upon and across those portions of the Property as may be required for the installation, maintenance, repair and provision of utilities services, equipment and fixtures in order to adequately serve the Property or any Lot, including but not limited to electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security; provided, however that easements which serve more than one Lot or the Common Areas shall, to the extent feasible, only exist under the Common Areas, and shall only be for utility services actually constructed or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the Owner of the Lot. An Owner shall do nothing on his Lot which interferes with or impairs the utility services using these easements. The Board or its designee shall have a right of access to each Lot and Home to inspect, maintain, repair or replace the utility service facilities contained under the Lot and to remove any improvements interfering with or impairing the utility services or easements reserved in this Declaration; provided such right of access shall not unreasonably interfere with the Owner's permitted use of the Lot and, except in the

event of an emergency, entry into any Home shall be made with reasonable notice to the Owner.

**5.04 Service and Maintenance Easement.** If any Home is located within four (4) feet of the boundary line of any Lot, an easement in favor of the Owner of such Home shall exist into the contiguous Lot or Common Area, as the case may be, which easement shall be four (4) feet from the Home and for the purpose of servicing and maintaining the Home. The Owner of such Home shall not be liable for any damage or destruction to any landscaping within any such easement area which is caused in connection with the reasonable maintenance of his Home.

**5.05 Encroachments.** If any portion of the Common Areas or any improvement within the Common Areas encroaches upon any Lot, if any Home encroaches upon any adjoining Lot or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association, (iv) any repair or restoration of any improvements (or any portion thereof) or any Home after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Home or the Common Areas; or (v) any nonpurposeful or non-negligent act of an Owner except as may be authorized by the Board, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

**5.06 Easements for Overhangs.** Easements for overhanging troughs or gutters, downspouts and roof eaves, the discharge therefrom of rainwater and the subsequent flow thereof over the Lots and the Common Areas.

**5.07 Easements for Privacy Walls.** Easements for the location of those privacy walls situated on the dividing line between two adjoining Lots as described in Paragraph 6.19 of this Declaration.

**5.08 Additional Easements.** Declarant (so long as it owns any Lots) and the Association, on its own behalf and on behalf of all Owners, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Areas in favor of the Owners and residents of the Property and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Property in favor of the Association and/or the Owners and residents of the Property, and their guests and invitees, or in favor of any Person, public or quasi-public authority or utility company, as the Declarant or the Association may deem desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the health, safety or welfare of the Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements, will not unreasonably and adversely interfere with

the use of Lots for dwelling purposes, no joinder of any Owner or Institutional Lender shall be required or, if same would unreasonably and adversely interfere with the use of any Lot for dwelling purposes, only the joinder of the Owners and Institutional Lenders of Lots so affected shall be required. To the extent required, all Owners hereby irrevocably appoint Declarant and/or the Association as their attorney-in-fact for the foregoing purposes.

**6.00 USE RESTRICTIONS.**

**6.01 Garages.** Garages shall at all times be maintained so they accommodate two (2) passenger automobiles and shall otherwise be maintained to comply with the applicable parking requirements of the controlling governmental authority that has jurisdiction over applicable portions of the Property. No garage shall be remodeled or permanently enclosed, and no portion of a garage shall be converted into or used for a living space. All garage doors shall remain closed when not in use.

**6.02 Outside Storage of Personal Property.** The personal property of any resident of the Property shall be kept inside the resident's Home, except for tasteful patio furniture and other personal property commonly kept outside.

**6.03 Portable Buildings.** No portable, temporary or accessory buildings or structures, or tents, shall be erected, constructed or placed thereon upon any Lot for storage or otherwise, without the prior written consent of the Association except those erected, constructed or placed by Declarant.

**6.04 Garbage and Trash.** Scavenger service for each Lot shall be provided either by the Association or by a governmental authority having jurisdiction over such Lot provided that the Board may, in its absolute discretion, determine that the Association shall provide scavenger service for all Lots, including those Lots that otherwise would be entitled to such service from a governmental authority. When applicable, scavenger service provided for a Lot by a governmental authority will be billed by such governmental authority directly to the individual Owner of the Lot. Scavenger service provided by the Association shall be on such reasonable terms as the Association determines and each Lot receiving such scavenger service shall be billed separately by the Association for the cost of such service, on an equal basis, including those that would otherwise be entitled to such service from a governmental authority. All billing for scavenger service provided by the Association shall be added to the regular monthly assessment for the Lots receiving same, provided that any Lot that receives scavenger service in excess of the scavenger service regularly provided by the Association shall be billed and assessed for the cost of such additional service.

**6.05 Parking and Other Vehicle Restrictions.** Except for vehicles parked in garages, there shall be no overnight parking on any Lot except that passenger automobiles and other motor vehicles less than 5-1/2 feet in height may be parked overnight on driveways located on Lots, provided that no vehicle shall be parked

overnight on a driveway without the prior consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, if commercial equipment is placed upon or within the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer or any other vehicle except a private passenger automobile or other permitted motor vehicle as described above. The foregoing restrictions shall not, however, be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to, from, or while used in connection with providing services to, the Property.

Under no circumstances shall there be overnight parking in the streets, roadways, or other portions of the Common Elements, provided, however, that overnight vehicle parking by Owners and guest may be permitted in the parking lot serving the clubhouse in accordance with and subject to the rules and regulations promulgated from time to time by the Board.

All vehicles parked on the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain on the Property for more than 24 hours. All permitted vehicles must be equipped with appropriate noise-muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. No repair or maintenance of vehicle shall be conducted on the Property, except that routine maintenance may be conducted within garages on the Lots as long as it does not create an unreasonable annoyance to the residents. Motorcycles are not permitted within the Property and in no event shall be parked on the Property, whether or not in an enclosed garage.

Any vehicles violating the provisions of this paragraph 6.05 may, at the discretion of the Board, be removed from the Property and the person who owns said vehicle shall be charged with the cost of such removal. In addition, any Owner shall be charged and assessed for the removal cost of any vehicle owned by him or by any tenant, occupant, guest or invitee of such Owner. Such Owner is also subject to a fine being levied and assessed against him by the Board. Under no circumstances, however, shall stickers be affixed to the windshield, windows or any other portion of any vehicle that may be violating these provisions.

**6.06 Pets.** No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within the Property except that common household domestic pets may be kept within a Home or a fenced-in or otherwise enclosed area of a Lot subject to such reasonable rules and regulations as may be adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) dogs or two (2) cats or a combination of one (1) of each, shall be kept by an Owner within a Home or an enclosed area of a Lot; and provided further that any pet causing or creating a nuisance or unreasonable disturbance or which prevents, interferes with or impedes the Association's access to the rear yard for the purpose of discharging its rights and obligations under this Declaration shall, upon three (3) days written notice from the Board, be permanently removed from the Property.

All pets must be carried or kept on a leash when outside of a Home or an enclosed area of a Lot and no pet shall be allowed outside of a Home unless someone is present in the Home. Owners shall pick up and remove any solid animal waste deposited by his pet or any pet that is kept within the Home in which such Owner resides, except for designated pet-walk areas, if any. The Board may require any pet to be immediately and permanently removed from the Property due to a violation of this paragraph 5.06. Notwithstanding anything herein to the contrary, under no circumstances shall any pit bull reside in or be kept within any portion of the Property.

**6.07 Air Conditioning Units; Tanks.** Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All air conditioning units, oil tanks and bottled gas tanks shall either be kept underground or placed in fenced or enclosed areas of the rear yard of the Lot, or in landscaped areas approved by the Association, so that they shall be substantially concealed or hidden from any eye-level view from any street or adjacent Lot.

**6.08 Clotheslines and Outside Clothes Drying.** No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Lot used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing, and provided that all areas approved for clothes-drying shall be screened from view from adjoining Lots, streets, roadways, Common Areas and other adjoining property and shall otherwise comply with all applicable State and local laws, ordinances, rules and regulations.

**6.09 Nuisances.** No nuisances shall be permitted within the Property, and no use or practice which is an unreasonable source of annoyance to the residents within the Property or which shall interfere with the peaceful possession and proper use of the Property by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Owners.

**6.10 Outside Antennas; Cable Television Signals and Service; Outdoor Signs.**

**6.10.1** No outside signal receiving or sending antennas, dishes or apparatus are permitted. No private reception device shall be placed on any Lot or within any House to receive television signals and no Owner shall receive cable television signals, or service on his Lot from any company or source other than a cable television company permitted by the Association to provide cable television service to the property and the individual lots.

**6.10.2** No signs shall be placed upon any Lot or within or upon any Home which are visible from the exterior of such Home, including but not limited to "for sale"



and "for rent" signs, without the prior written consent of the Association, except for portable and tasteful "open house" advertisement signs temporarily placed upon the Lot for a period not exceeding (i) eight (8) hours in any twenty-four hour period, and (ii) twenty-four (24) hours in any one (1) week period which shall not be larger than two and one-half (2-1/2) square feet in size.

**6.11 Boats.** No boats may be kept or stored outside an enclosed garage without the prior written consent of the Association.

**6.12 Outside Equipment.** Without the prior written approval of the Association pursuant to Paragraph 6.15, no basketball hoops, backboards or standards or any other athletic, recreational or other equipment shall be installed or upon the front yard or upon any other unenclosed portion of a Lot, or upon the exterior of the House, if such equipment, when installed is visible from the front of the House.

**6.13 Enclosures.** The height of any screened-in or otherwise enclosed porches, patios or other enclosed structures originally constructed by Declarant shall not be increased without the written approval of the Association pursuant to Paragraph 6.15, and without such approval no such enclosures shall be constructed by anyone other than Declarant.

**6.14 Surface Water Management.** No Owner or any other Person shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling of any portion of the Property; provided, however, that the foregoing shall not be deemed to prohibit or restrict the initial construction of Lake Tracts and other drainage improvements upon the Property by Declarant in accordance with permits issued by controlling governmental authorities. Any on-site Lake Tracts are designed as water management areas and not as aesthetic features or for recreational purposes and no swimming, boating or any other activities are permitted in or on the Lake Tracts. Due to low ground water elevations within the immediate area, Lake Tracts located on or adjoining the Property may be extremely shallow at various times during the year. Neither Declarant nor the Association shall have any responsibility or liability for low Lake Tract levels.

**6.15 Architectural Control for Exterior Changes.**

**6.15.1 Owner to Obtain Approval.** No Owner shall make, install, place, or remove any building, fence, wall, patio area, spa, swimming pool, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the Common Areas, the Owner's Lot, or the exterior of the Owner's Home, unless the Owner first obtains the written approval of the Association to same, except that such approval shall not be required for any maintenance or repair which is

such Owner's responsibility which does not result in a material change in any improvement or a change in the color of same.

**6.15.2 Association's Consent.** Any request by an Owner for approval by the Association to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the Association may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval may be withheld by the Association in its sole and absolute discretion provided it shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable use and enjoyment of any Lot or Home. The Association shall notify the Owner of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the Association, provided that in the event the Association fails to approve any request within such 30 day period, the consent shall be deemed disapproved and the Association shall give written notice of such disapproval, but failure to do so shall not constitute approval by the Association. In consenting to any plans or specifications, the Association may condition such consent upon changes being made. If the Association consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the Association, and subject to any conditions of the Association's approval, provided, however, that all necessary building and other approvals have also been obtained from all appropriate municipal and other governmental authorities.

**6.15.3 No Liability.** The Association shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the Association shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the Association, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the Association shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

**6.15.4 Remedy for Violations.** In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the Association, or is not made in strict conformance with any approval granted by the Association, the Association shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Association, and the Association may pursue injunctive relief or any other legal or equitable remedy available to the Association in order to accomplish such purposes. Any action to enforce this Section must be commenced within two (2) years after the date of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

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**6.16 Rules and Regulations.** The Association may adopt reasonable rules and regulations relating to the use and maintenance of the Property. Rules and regulations relating to the recreational facilities within the Property may be posted at such recreational facilities. The Association may also adopt reasonable rules and regulations authorizing the suspension of the use of the recreational facilities by an Owner who is delinquent in the payment of assessments or other sums due the Association or if an Owner or other occupant of his Home breaches the rules and regulations of the Association governing the recreational facilities. Any such suspension of an Owner's right may, in the discretion of the Board, extend to all occupants of that Owner's Home. Copies of such rules and regulations and amendments shall be furnished by the Association to any Owner upon request.

**6.17 Waiver.** The Association shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Lot where, in the discretion of the Board, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Association, or any other Person having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other Lots, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as Declarant owns any Lot, if any waiver or deviation of any restriction requires the consent of the Association, such consent shall be obtained from Declarant, and not from the Association, unless Declarant voluntarily relinquishes this right at an earlier date.

**6.18 Leasing of Homes.** Except for Homes owned by Declarant, no Home may be leased or rented without the prior approval of the Board, which approval shall not be unreasonably withheld. If any Owner wishes to lease his Home he shall first submit to the Board the proposed lease, which shall be in writing, and such other information as the Board may request in connection with the proposed lease. Approval or disapproval shall be given to the Owner by the Board in writing within fifteen (15) days from receipt of the lease and all requested information, provided that unless such written approval is sent within said 30-day period the lease shall be deemed to have been disapproved. The approval of a lease shall in no event release the Owner from any obligations under this Declaration, and no lease that is approved may be modified, extended or assigned, nor may the Home be sublet to any other party, without the Board's prior written approval, which approval shall not be unreasonably withheld; provided that the approval of any sublease shall be subject to the same provisions set forth herein governing the Board's approval of leases. The Board shall have the right to require that a substantially uniform form of lease be used and charge a reasonable, non-refundable application fee, which shall be submitted to the Board with the proposed lease. All leases shall be subject in all respects to the provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations of the Association in effect from time to time, and any failure by the tenant to comply with the foregoing shall be deemed

to be a default under the lease and shall also be deemed to be a default by the Owner of the leased Home. The breach of any of the terms of this Declaration, the Articles or the By-laws by the Owner or his tenant shall, at the option of the Association, terminate said lease, such breach shall also be deemed to be a breach by the Owner of that Home, and each Owner shall be liable to the Association for any breach by such tenant or other occupants of such leased Home. For purposes of this paragraph the term "lease" shall include and apply with equal force to subleases. The provisions of this paragraph shall not apply to Homes owned and leased by Declarant.

**6.19 Privacy Walls.** Each wall and fencing which is part of the original construction provided by Declarant and is situated on the dividing line between two adjoining Lots, together with the straight-line extension of any such wall that is situated on Buffer Area which the Owners of said adjoining Lots are required to maintain, shall constitute and is herein referred to as a privacy wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**6.19.1** The cost of reasonable repair, maintenance and replacement of a privacy wall shall be shared equally by the Owners of the Lots on which the wall or portion thereof is situated provided that each Owner shall be responsible for routine maintenance of the surface of that portion of the privacy wall that lies on and faces such Owner's Lot and adjoining Buffer Area, if any, such Owner is required to maintain, except that the entire cost of repairing damage caused by the negligence or willful act or omission of any one Owner or his guests, invitees or licensees shall be paid for by that Owner.

**6.19.2** If a privacy wall is destroyed or damaged by fire or other casualty any Owner who shares the privacy wall may restore it and the Owners of the two adjoining Lots that share the wall shall contribute to the cost or restoration thereof equally, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**6.19.3** Notwithstanding any other provisions of this subparagraph, an Owner who by negligence or willful act causes any portion of a privacy wall other than the exterior surfaces to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of repairing any damage to the privacy wall caused by such exposure.

**6.19.4** The right of any Owner to contribution from any other Owner under this subparagraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.19.5 Each Owner whose Lot shares a privacy wall with an adjoining Lot shall, together with his agents and contractors, have access to and an easement on, upon and over such adjoining Lot and Common Area, if any, to enable him to inspect, repair, maintain and replace such privacy wall in accordance with his obligations hereunder.

6.20 Rights Reserved to Declarant. The foregoing use and maintenance restrictions shall not apply to Declarant, or to any portion of the Property while owned by Declarant, or to any undeveloped portion of the Property, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the Property or the construction of any Homes and other improvements thereon, or any activity associated with the sale of any Homes by Declarant. Specifically, and without limitation, at all times and from time to time prior to the sale by Declarant of the last Lot within the Property, the right is reserved by and for the benefit of Declarant, and Declarant shall have the right to: (i) construct any buildings or improvements within the Property, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any portion of the Property to the exclusion of any use or right of access by other Owners, including, without limitation, the following rooms in the clubhouse: office 1, office 2, the storage room adjoining said offices, the media/reception room and the billiards room, all as shown on the architectural plans for the clubhouse dated November 10, 1989 prepared by Ronberger Associates, as said plans may be amended from time to time; (iii) use and from time to time reserve all or a portion of the clubhouse dining room and kitchen, for events held or sponsored by Declarant; (iv) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the Property for sales, construction, storage or other purposes; (v) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Property; (vi) post, display, inscribe or affix to the exterior of any Home owned by Declarant, within or to the exterior of the clubhouse, upon any other Lot owned by Declarant, or upon any other portion of the Common Areas or improvements thereon, signs and other materials used in developing, constructing, selling or promoting any portion of the Property, (vii) excavate fill from any Lake Tracts within and/or contiguous to the Property by dredge or dragline, store fill on the Property, and sell excess fill from the Property; and (viii) grow plants and trees upon the Property for later use and sell excess plants and trees.

#### 7.00 ASSESSMENT FOR COMMON EXPENSES.

7.01 Each Owner of a Lot shall be responsible for the payment to the Association of Assessments for each Lot owned by the Owner, which amount shall be assessed to the Owner as described below. In addition, each Owner shall be responsible for the payment to the Association of any Assessments owed by the prior Owner, except for any Assessments owed by Declarant, and except as provided in Paragraph 8.01.6 of this Declaration.

This is a copy of the original document.

7.02 Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year and may, but need not, include a reserve fund for the periodic repair and replacement of improvements to the Common Areas and those other portions of the Property which the Association is obligated to maintain. The budget shall include, as a separate amount, the estimated cost of maintaining the landscaping for all existing or proposed 252 Lots within the Property as delineated on the Plats. This estimated cost (Estimated Lot Landscape Maintenance Cost) shall be assessed against the individual Lots as follows:

7.02.1 Each of Lots 1 through 118 as shown on the Plats shall be assessed .3587% of the Estimated Lot Landscape Maintenance Cost.

7.02.2 Each of Lots 119 through 252 as shown on the Plats shall be assessed .4304% of the Estimated Lot Landscape Maintenance Cost.

Subject to the provisions of subparagraphs 7.03 and 7.04 the balance of the budget shall be assessed uniformly against each Lot. The Board shall establish the annual and regular Assessment for each Lot, which shall be payable quarterly, in advance, and shall notify each Owner in writing of the amount and due dates of the Assessment. For purposes hereof the regular annual assessment for each Lot shall be the sum of the assessment against each Lot pursuant either to subparagraph 7.02.1 and 7.02.2, and the amount assessed uniformly against each Lot as aforesaid. The Board may modify the budget in accordance with the provisions of this Declaration, the Articles or the Bylaws, and pursuant to the revised budget or otherwise, the Board may, upon written notice to the Owners, change the amount, frequency and/or due dates of the Assessments. If (a) the expenditure of funds for Common Expenses is required in addition to funds produced by Assessments, the Board may make special Assessments or (b) if it becomes necessary for the City of Boca Raton or any other governmental agency to expend any funds to maintain the lake pursuant to the Amended and Restated Lake Maintenance Agreement described in Paragraph 4.11.5(d)(iii), the Board shall make special Assessments. All of such special Assessments shall be levied in the same manner as hereinbefore provided for regular Assessments, and shall be payable in the manner determined by the Board, as stated in the notice of any special Assessments; provided that except for the foregoing variances in assessments for Estimated Lot Landscape Maintenance Costs, and for assessments authorized by this Declaration to be made against any specified Lot or Lots, and subject to the provisions of subparagraphs 7.03 and 7.04, all regular, special, capital and other assessments shall be fixed at a uniform rate for each sold Lot. In the event any Assessments are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic

payments. In no event shall any Assessments be due sooner than ten (10) days from the date of the notification of such Assessments.

7.03 Subject to the provisions of Paragraph 7.04, Assessments as to any Lot owned by Declarant for which a certificate of occupancy for the Home on said Lot has not been issued shall be twenty-five percent (25%) of the difference between the full Assessment for a Lot and that portion, if any, of the full Assessment that may be attributable to reserves. The full Assessment as to each Lot shall commence on the first day of the full calendar month after a certificate of occupancy for the Home on that Lot is issued, or upon the date that Lot is conveyed by Declarant, provided the Lot has been improved with a Home, by Declarant, whichever occurs first.

7.04 Notwithstanding the provisions of Paragraph 7.03, until such time as Declarant no longer owns any Lot, or until Declarant notifies the Association in writing that Declarant elects to pay Assessments for Lots it owns pursuant to Subparagraph 7.03, Declarant shall not be liable for Assessments for any Lots it owns, but in lieu thereof, Declarant shall be responsible for all Common Expenses (exclusive of any reserve items) in excess of the sum of all Assessments receivable (whether or not received) from the other Owners (including the contributions payable pursuant to Paragraph 7.05 hereof, interest, late charges and fines), all other income and other monies received by the Association and any surplus carried forward from the preceding year(s). During such period when Declarant is not liable for Assessments for Lots owned by it, the Assessments shall be established by Declarant based upon Declarant's estimate of what the expenses of the Association would be if all Homes and improvements contemplated within the Property were completed, so that Assessments against individual Lots during such period will be approximately what said Assessments would be if the development of the Property as contemplated by Declarant was complete. In no event shall Declarant be required to fund reserves allocated to any unbuilt Homes or to any Homes owned by Declarant.

7.05 In addition to Assessments, the first Owner acquiring title to a Home from Declarant shall contribute to the Association an amount equal to two (2) months' Assessments, which shall be in addition to the Owner's responsibility for Assessments which commenced upon the date title to the Lot is acquired from Declarant. Such contributions shall be used by the Association for start-up expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated.

**8.00 DEFAULT.**

**8.01 Monetary Defaults and Collection of Assessments.**

8.01.1 Late Fees and Interest. If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment, or Ten Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable

by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

**8.01.2 Acceleration of Assessments.** If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments, for all special Assessments, and/or for all other Assessments payable to the Association.

**8.01.3 Lien for Assessments.** The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

**8.01.4 Collection and Foreclosure.** The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

**8.01.5 Rental and Receiver.** If an Owner remains in possession of his Home and the claim of lien of the Association against his Home is foreclosed, the court,



in its discretion, may require the Owner to pay a reasonable rental for the Home, and the Association shall be entitled to the appointment of a receiver to collect the rent.

**8.01.6 Subordination of Lien.** Where any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record of an Institutional Lender, or where an Institutional Lender accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for any Assessments or for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to acquisition of title as a result of the foreclosure or by the acceptance of a deed in lieu thereof, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying mortgage. The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments and such other expenses as may be assessed to the Owner's Lot. Any person who acquires a Lot, except through foreclosure of a first mortgage of record of an Institutional Lender or by the acceptance of a deed in lieu thereof, including without limitation persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Home or enjoyment of the Common Areas until such time as all unpaid Assessments and other monies have been paid in full.

**8.01.7 Assignment of Claim and Lien Rights.** The Association, acting through its Board, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments and any other monies owed to the Association, to any third party.

**8.01.8 Unpaid Assessments - Certificate.** Within 15 days after written request by any Owner or any Institutional Lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments, and any person or entity who relies on such certificate in purchasing or in making a mortgage loan encumbering any Lot shall be protected thereby.

**8.01.9 Application of Payments.** Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner and/or for the enforcement of its lien, next towards interest on any Assessments or other monies due to the Association, as provided herein; and next

towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

**8.02 Non-Monetary Defaults.** In the event of a violation by any Owner or any tenant of an Owner, or any person residing with them, or their guests or invitees, (other than the non-payment of any Assessment or other monies) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

**8.02.1** Impose a fine against the Owner or tenant as provided in Paragraph 7.03; and/or

**8.02.2** Commence an action to enforce the performance on the part of the Owner or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

**8.02.3** Commence an action to recover damages; and/or

**8.02.4** Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the Association in connection with any legal proceedings to enforce this Declaration, including reasonable attorneys' fees, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Property is located.

**8.03 Fines.** The amount of any fine shall be determined by the Board, and shall not exceed one month's Assessment for the first offense, two (2) months' Assessments for a second similar offense, and three (3) months' Assessments for a third or a subsequent similar offense. Any fine shall be imposed by written notice to the

Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within 10 days after receipt of the notice imposing the fine. If the Owner or tenant timely and properly objects to the fine the Board shall conduct a hearing within 30 days after receipt of the Owner's or tenant's objection, and shall give the Owner or tenant not less than 10 days' written notice of the hearing date. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on his behalf. At the hearing the Board shall ratify, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. Any fine shall be due and payable within 10 days after written notice of the imposition of the fine, or if a hearing is timely requested, within 10 days after written notice of the Board's decision at the hearing. Any fine levied against an Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within 10 days after same is due, the Association shall have the right to evict the tenant pursuant to Paragraph 8.06 of this Declaration.

**8.04 Negligence.** An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or Home, or the Common Areas.

**8.05 Responsibility of an Owner for Occupants, Tenants, Guests, and Invitees.** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any Person residing in his Home, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Home, or any guest or invitee of an Owner or any resident of a Home, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

**8.06 Right of Association to Evict Tenants, Occupants, Guests and Invitees.** With respect to any tenant, occupant, guest, invitee or any other Person present in any Home or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Home, if such Person shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or shall

create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such Person shall be required to immediately leave the Property and if such Person does not do so, the Association is authorized to commence an action to evict such tenant or compel the Person to leave the Property and, where necessary, to enjoin such Person from returning. The expense of any such action, including attorneys' fees, may be assessed against the Owner of the Home in which such tenant or other Person was residing or was present as a guest or invitee of the Owner or other resident of such Home, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

**8.07 No Waiver.** The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

**8.08 Rights Cumulative.** All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

**8.09 Enforcement By or Against other Persons.** In addition to the foregoing, this Declaration may be enforced by Declarant, or the Association, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any Person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any Person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

**9.00 TERM OF DECLARATION.** All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of fifty (50) years from the date of this Declaration, unless within such time, one hundred percent (100%) of the Owners and

Institutional Lenders execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). After such fifty (50) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until a majority of the Owners and a majority of the Institutional Lenders execute a written instrument declaring a termination of this Declaration (as it may have been amended from time to time). Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Palm Beach County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the Declarant so long as the Declarant owns any Lot, or holds any mortgage encumbering any Lot.

#### 10.00 AMENDMENTS

10.01 This Declaration may be amended upon the approval of not less than two-thirds (2/3) of the Owners, and with respect to amendments which adversely affect the rights or the security of mortgages holding mortgages on the Homes, approval by a majority of the Institutional Lenders provided, however, that Paragraph 7.02 may not be amended without the approval of the Owners of two-thirds of Lots 1 through 118 and the Owners of two-thirds of Lots 119 through 252. In addition, so long as Declarant owns any portion of the Property, this Declaration may be amended from time to time by an instrument executed solely by Declarant and without the consent of the Association or any Owner, and no amendment may be made by the Owners without the written joinder of Declarant. Such right of Declarant to amend this Declaration shall specifically include amendments adding any real property to the Property or deleting any real property from the Property, provided that any such amendment shall require the joinder of the owners of such real property being added or deleted, or any portion thereof, if different than Declarant. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records of Palm Beach County, Florida, and in the case of an amendment made by the Owners, such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

10.02 No amendment shall discriminate against any Owner or class or group or Owners, unless the Owners so affected join in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses, unless the Owners and Institutional Lenders of such Homes so affected by such amendment join in the execution of the amendment. No amendment may prejudice or impair the priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, Declarant, unless Declarant joins in the execution of the amendment.

10.03 Notwithstanding anything contained herein to the contrary, any amendment to this Declaration which would adversely affect the surface water

management system of or pertaining to the Property, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

**11.00 SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.**

**11.01 Notice of Action.** Upon written request to the Association by an Institutional Lender holding, insuring or guaranteeing a first mortgage encumbering any Lot, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

**11.01.1** Any condemnation or casualty loss which affects a material portion of the Property or such Lot;

**11.01.2** Any sixty (60)-day default in the payment of Assessments or charges owed to the Association or in the performance of any obligation here under by the Owner of the Lot;

**11.01.3** Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

**11.01.4** Any proposed action which would require the consent of a specified percentage of Institutional Lenders.

**11.02 Consent of Institutional Lenders.** Whenever the consent or approval of any, or a specified percentage or portion of Institutional Lenders are required by this Declaration, the Articles, the Bylaws, or any applicable statute or law, to any amendment of the Declaration, the Articles, or the Bylaws, or to any action of the Association, or to any other matter relating to the Property, the Association may request such consent or approval of such Institutional Lender(s) by written request sent by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such Institutional Lenders). Any Institutional Lender receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the Association), which response must be received by the Association within thirty (30) days after the holder receives such request, and if such response is not timely received by the Association, the Institutional Lender shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the Association, which affidavit, where necessary, may be recorded in the Public Records of Palm Beach County, Florida, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters

therein contained. The foregoing shall not apply where an Institutional Lender is otherwise required to specifically join in an amendment to this Declaration.

**11.03 Payment of Taxes and Insurance.** Any Institutional Lender may pay any taxes or assessments on the Common Areas which are in default, or any overdue insurance premiums on policies to be maintained by the Association or may secure new insurance upon the lapse of a policy maintained by the Association, and shall be owed immediate reimbursement therefor from the Association plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

**12.00 MISCELLANEOUS.**

**12.01 Conflict With Articles or Bylaws.** In the event of any conflict between the Articles and the Bylaws and this Declaration, this Declaration, the Articles, and the Bylaws, in that order, shall control.

**12.02 Authority of Association and Delegation.** Nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the Board by this Declaration including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

**12.03 Severability.** The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions which shall remain in full force and effect.

**12.04 Validity.** In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rules of law.

**12.05 Assignment of Declarant's Rights.** Any or all of the rights, privileges, or options provided to or reserved by Declarant in this Declaration, the Articles, or the Bylaws, may be assigned by Declarant, in whole or in part, as to all or any portion of the Property, to any person or entity pursuant to an assignment recorded in the public records of the county in which the Property is located. Any partial assignee of any of the rights of Declarant shall not be deemed the Declarant, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of Declarant shall have any liability for any acts of Declarant or any prior Declarant unless such assignee is assigned and agrees to assume such liability.

This is a

**12.06 Performance of Association's Duties by Declarant.** Declarant shall have the right from time to time, at its sole discretion, to perform at Declarant's expense the duties and obligations required hereunder to be performed by the Association, and in connection therewith to reduce the budget of the Association and the Assessments payable by the Owner, provided, however, that any such performance on the part of Declarant may be discontinued by Declarant at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of Declarant.

**12.07 Inapplicability of Condominium Act.** It is acknowledged that the Association is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

**12.08 Actions Against Declarant.** The Association shall not institute any legal proceedings against Declarant without the consent of eighty percent (80%) of the Owners other than Declarant.

**12.09 Membership in Other Entities.** The Association shall not become a member of any ad hoc committee, association, corporation or other entity the acts of which are binding upon the Association and/or its members unless membership in such entity is approved by two-thirds (2/3) of the members, and provided that until such time as Declarant no longer owns a Lot, Declarant's written approval of such membership shall be required.

IN WITNESS WHEREOF, Declarant has executed this Declaration this 3rd day of March, 1991.

AHMANSON DEVELOPMENTS, INC.,  
a California corporation

By: [Signature]  
Its President

ATTEST:

By: [Signature]  
Its Asst. Secretary

(Corporate Seal)





This is a

ORB 6794 Pg 809

STATE OF California )  
COUNTY OF Los Angeles ) SS:

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 1991, by Russ D. Portman President, and J. Dennis M. [unclear] Secretary of AHMANSON DEVELOPMENTS, INC., a California corporation, who acknowledged before me that they executed the same for the purposes therein expressed and on behalf of said corporation.



Certified copy

R. S. Portman  
Notary Public

My commission expires:

September 18, 1994

THIS INSTRUMENT  
WAS PREPARED BY:

Robert S. Solomon  
WILDMAN, HARROLD, ALLEN & DIXON  
One IBM Plaza - Suite 3000  
Chicago, Illinois 60611  
(312) 222-6688

ORB 6794 Pg 810

All of Glades Landing Phase One, according to the Plats thereof, as recorded in Plat Book 50, Pages 99 and 100; all of Santa Barbara, according to the Plats thereof, as recorded in Plat Book 67, Pages 45 and 46; all of Glades Landing Plat 2, according to the Plats thereof, as recorded in Plat Book 65, Pages 172 through 176; and all of Glades Landing Plat 3, according to the Plats thereof, as recorded in Plat Book 66, Pages 115 through 117, all recorded in the Public Records of Palm Beach County, Florida.

Together with the parcel described on page 2 hereof.

This

ORB 6794 Pg 811

LEGAL DESCRIPTION

TRACT "A-1" AND TRACT "B-3" OF GLADES LANDING PLAT TWO AS RECORDED IN PLAT BOOK 56, PAGES 172-176 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 15, TOWNSHIP 47 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 15 AND RUN THENCE NORTH 89°34'07" EAST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2027.01 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 15; THENCE SOUTH 00°05'41" EAST ALONG SAID LINE A DISTANCE OF 370.98 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "A-1"; AND THE POINT OF BEGINNING; THENCE SOUTH 00°05'41" EAST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 383.89 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 419.16 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 31°48'55" EAST; THENCE SOUTHWESTERLY AND WESTERLY 124.08 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°57'37" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 515.97 FEET; THENCE WESTERLY 146.03 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°12'55" TO A POINT OF TANGENCY; THENCE NORTH 88°38'23" WEST, A DISTANCE OF 123.11 FEET; THENCE NORTH 89°02'36" WEST, A DISTANCE OF 643.95 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 625.77 FEET; THENCE WESTERLY AND SOUTHWESTERLY 154.80 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°10'24" TO A POINT OF TANGENCY; THENCE SOUTH 76°47'00" WEST, A DISTANCE OF 70.02 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY WESTERLY AND NORTHWESTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY; THENCE NORTH 13°13'00" WEST, A DISTANCE OF 73.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00" TO A POINT OF TANGENCY; THENCE NORTH 76°47'00" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 13°13'00" WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 76°47'00" WEST, A DISTANCE OF 44.68 FEET; THENCE NORTH 01°48'54" WEST, A DISTANCE OF 115.27 FEET; THENCE NORTH 76°47'00" EAST, A DISTANCE OF 95.88 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 998.20 FEET; THENCE NORTHEASTERLY AND EASTERLY 254.62 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°36'55" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 457.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING OF REVERSE CURVE BEARS SOUTH 01°23'55" WEST; THENCE EASTERLY AND NORTHEASTERLY 210.88 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°26'19" TO A POINT OF TANGENCY; THENCE NORTH 64°57'36" EAST, A DISTANCE OF 222.85 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 288.46 FEET; THENCE NORTHEASTERLY AND EASTERLY 132.86 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°23'24" TO A POINT OF TANGENCY; THENCE SOUTH 88°39'00" EAST, A DISTANCE OF 398.41 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA; CONTAINING 465,104 SQUARE FEET (10.677 ACRES) MORE OR LESS.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Amended and Restated Articles of Incorporation filed April 4, 1991, for GLADES LANDING MAINTENANCE ASSOCIATION, INC., changing its name to SANTA BARBARA PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N29621.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 16th day of April, 1991.



CR2E022 (2-91)

Jim Smith  
Secretary of State