

HLR, INC.
TO
THE PUBLIC
DECLARATION OF RESTRICTIONS RELATING TO:

Colony Woods, according to the Plat thereof, as recorded in Plat Book 33, Page 49, Public Records of Palm Beach County, Florida.

HLR, INC., a Florida corporation, the owner of all of foregoing described lands, does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:

- (a) ASSOCIATION means Colony Woods Homeowners Association, Inc., a Florida corporation not for profit, its successors or assigns.
- (b) BOARD means the Board of Directors of the ASSOCIATION.
- (c) DEVELOPER means HLR, INC., a Florida corporation, its successors and assigns.
- (d) LOT means a lot, as shown on the Plat of Colony Woods, as recorded in Plat Book 33, Page 49, of the Public Records of Palm Beach County, Florida.
- (e) IMPROVED LOT means LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable government authority.
- (f) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.
- (g) IMPROVED LOT OWNER means a LOT OWNER as herein defined of an IMPROVED LOT as herein defined.
- (h) OCCUPANCY
 - (i) "Family" or "single family" as so set forth herein is defined as the IMPROVED LOT OWNER and his/her spouse or domestic partner and his/her children, stepchildren and grandchildren, if any.
 - (ii) Each IMPROVED LOT may only be used as a single Family residence for occupancy by one Family whose occupancy shall be restricted by, and subject to, the terms of the ASSOCIATION'S Declaration of Restrictions, Articles of Incorporation, Bylaws and Rules & Regulations ("Governing Documents") as amended from time to time.
 - (iii) A Family may employ a domestic helper or other assistant who may reside on the IMPROVED LOT upon the written approval of the ASSOCIATION. At its discretion, the Board of Directors shall promulgate Rules & Regulations setting forth the approval procedure for a domestic helper which may require, amongst other items, the completion of an application, an application fee and the submission of documentation to the ASSOCIATION.

(iv) The ASSOCIATION is a 55+, age restricted community (“Age Limitation(s)”). As such, each individual that is either an Improved Lot Owner’s family, guest, invitees or approved lessees, if any, will be restricted by, and subject to, the Association’s Age Limitation(s) including, but not limited to, limitations relating to the length of stay with the IMPROVED LOT OWNER.

(i) PERSON means a person, firm, association or corporation.

(j) RECREATION FACILITIES means Parcel A as shown upon the Plat of Colony Woods together with all improvements constructed thereon and equipment contained thereon. The RECREATION FACILITIES shall be owned, operated and, maintained by the ASSOCIATION as provided for herein.

(k) SUBDIVISION means the following described lands, to-wit: Colony Woods, according to the plat thereof, as recorded in Plat Book 33, Page 49, Public Records of Palm Beach County Florida.

(l) The use of any gender is deemed to include all genders; the use of the singular includes the plural, and the use of the plural includes the singular.

(l) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA or VA approved mortgage lending institution, recognized pension fund investing in mortgages, or federal or state savings and loan association having a first mortgage lien upon any LOT or IMPROVED LOT, or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

(m) VOTING INTERESTS – Each IMPROVED LOT OWNER shall be entitled to one (1) vote for each IMPROVED LOT owned. When more than one (1) person owns an interest in any IMPROVED LOT the vote associated with that IMPROVED LOT shall be exercised as they determine, and as so designated in writing to the board upon its request, but in no event shall more than one (1) vote per IMPROVED LOT be allowed.

2. OCCUPANCY AND USE.

(a) The owner of an Improved Lot or an approved lessee shall occupy and use the same as a private dwelling for himself and the members of his family and social guests, and for no other purposes. The Lot Owner shall not permit or suffer anything to be done or kept on his Lot which will obstruct or interfere with the rights of other Lot Owners or annoy them by unreasonable noises, lights or odors or otherwise nor shall the Lot Owners commit or permit any nuisance, immoral or illegal act in or about the Lot.

(b) Only passenger automobiles and non-commercial motor vehicles registered as passenger vehicles and capable of being garaged at all times are permitted in the Colony Woods subdivision. No vehicles with pick-up Beds, commercial trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers or trailers of any kind permitted to be parked or stored at any place on any Lot or in the Subdivision For purposes of this provision, vehicles commonly designated as “sport utility vehicles” used solely as a passenger vehicle shall be deemed passenger automobiles and not trucks, provided they are neither registered for use for, nor used for, commercial purposes. In addition,

pickup trucks (with or without caps) are hereby deemed to be trucks excluded from the Subdivision and shall not be considered to be “sport utility” vehicles, regardless of whether such pick-up truck is registered and used solely for non-commercial purposes. No boats may be kept or stored on any Lot, or in the Subdivision. No repair work of vehicles shall be conducted on any Lot, except within garages. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from or used in connection with construction or the provision of services to any Lot. All vehicles parked on any Lot must be in operating condition. No vehicle, which is unlicensed, uninsured or which cannot operate under its own power shall remain within the Subdivision for more than twenty-four (24) hours. All permitted vehicles must be equipped with appropriate noise muffling equipment so the operation of same does not create an unreasonable annoyance to the residents of the Subdivision. Pursuant to its rule making authority, the Board may promulgate Rules and Regulations interpreting and applying the foregoing vehicle restrictions.

Article 2 (b) The following definitions shall be applied to this Article:

(i).Commercial Vehicle: A Commercial Vehicle is defined as:

- (a) a vehicle which displays writing on its body expressing a company name and/or address and/or telephone number or that maintains exposed ladders, tools, or other such visible equipment utilized in the furtherance of commercial activity or;
- (b) a vehicle with a gross vehicle weight rating of ten thousand pounds or more or;
- (c) a vehicle designed to transport more than 15 passengers, including the driver; or;
- (d) a vehicle used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act, as amended (49 U.S.C. ss. 1801 et seq.).
- (e) a vehicle that does not have passenger seats other than next to the driver,
- (f) a vehicle that does not have windows on each side and the rear that encompass a majority of the entire vehicle.
- (g) Any vehicle that can be classified as a Commercial Vehicle pursuant to Florida Statute as amended from time to time. Specifically excluded from the definition of Commercial Vehicles are sport utility vehicles used primarily for noncommercial activities provided they do not maintain more than four wheels.

(ii) Mobile Home or Motor Home: A Mobile or Motor Home is a dwelling which is built on an integral chassis, transportable in one or more sections and is eight feet or more in width. Tie-in, anchoring or permanency of the Mobile or Motor Home is regardless for this definition.

(iii) Recreational Vehicle (RV) An enclosed piece of equipment with wheels, either with its own power and/or engine or transported attached to a vehicle designed to be moved from place to place for people to temporarily live in and be protected from the elements while away from their permanent domicile. This definition includes RVs intended for brief leisure activities such as vacations and camping or as full or part time residence(s). By way of example, but not limitation, the following different classes of vehicles are considered an RV:

Truck Camper - unit is affixed to the bed or chassis of a vehicle.

Folding Camping Trailer - light-weight unit with sides that collapse for towing and storage.

Travel Trailer - heavier unit with rigid sides designed to be towed by most vehicles by means of a bumper or frame hitch.

Fifth Wheel Travel Trailer - designed to be towed by a vehicle equipped with a hitch or upon a truck bed.

Park Model - designed for occasional relocation. Typically requires a tow vehicle and a highway movement permit.

Motorhome - a product of the Winnebago Company. A synonym for a Mobile Home or Recreational Vehicle.

Class A Motorcoach - constructed on a specially designed motor vehicle chassis, typically resembling a bus.

Class B Campervan - built using a conventional van, to which a raised roof has been added.

Class C Mini-motor home - built on an automotive manufactured chassis with an attached van cab section.

(c) AGE LIMITATION ON PERMANENT RESIDENTS

Section 1. Statement of Intent, Minimum Ages for Occupancy

(a) The ASSOCIATION is intended for occupancy by persons fifty-five (55) years of age or older as set forth in Section 807(b)(2)(C) of the Fair Housing Amendments Act of 1988 and all regulations relating thereto (see 24 C.F.R. §100.304) and the Florida Fair Housing Act as set forth in §760.20 of the Florida Statutes as both may be amended from time to time (hereinafter collectively referred to as the "Act"). Under the Act, such housing for older persons exempts the ASSOCIATION from the prohibition against discrimination on the basis of familial status as such term is defined in the Act. To meet the exemption requirements the following occupancy restrictions and procedures shall govern.

(b) The ASSOCIATION shall do whatever is required by the Act, this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations to adhere to policies and procedures required by the Act to maintain the ASSOCIATION as housing for persons fifty-five (55) years of age or older.

Section 2. Occupancy by Older Persons.

(a) At all times eighty percent (80%) of the IMPROVED LOTS within the ASSOCIATION must be occupied by at least one (1) person who is fifty-five (55) years of age or older.

(b) No IMPROVED LOT may be occupied by any person nineteen (19) years of age or younger. Persons nineteen (19) years of age or younger may be permitted to visit for a reasonable period not to exceed sixty (60) days in any calendar year.

(c) Every IMPROVED LOT OWNER and his/her approved lessee, if any, shall be deemed to have a contract with the ASSOCIATION to ensure that occupancy requirements in this section are met at all times. This Article shall be deemed to be a covenant running with the IMPROVED LOT. An IMPROVED LOT OWNER is responsible to ensure that his/her Family, guests, invitees and approved lessees, if any, comply with this Article and the Governing Documents.

Section 3. Proof of Age.

All persons, prior to the earlier of either obtaining record title or taking occupancy of an IMPROVED LOT, shall deliver to the ASSOCIATION documentation demonstrating proof of

age which such documentation shall include a certified copy of a registered birth certificate from a governmental agency and/or any other documentation or picture identification as may be required by the ASSOCIATION or pursuant to the applicable law, as amended from time to time.

Section 4. Application; Determination of Occupancy.

- (a) A person desiring to become an "Approved Occupant" shall submit to the ASSOCIATION a completed and signed application (on a form to be provided by the ASSOCIATION) along with the documentation demonstrating proof of age.
- (b) All proposed lease agreement(s) shall specify, and if it fails to so specify, shall be deemed to express the lessee and all other occupants shall abide by the ASSOCIATION'S Governing Documents and shall specify the ASSOCIATION has the remedies provided for in this Article and the Declaration, including seeking costs and reasonable attorneys' fees incurred by the ASSOCIATION in connection with the exercise and enforcement of same.
- (c) Within thirty (30) days of receipt of such written application, the ASSOCIATION shall determine whether the applicant qualifies for occupancy under the Act and this Declaration. Thereafter, the ASSOCIATION shall issue written notification to the applicant(s) as to the outcome of the ASSOCIATION'S determination.

Section 5. Remedies for Non-Compliance.

The ASSOCIATION concurrently may exercise one or more of the following remedies for non-compliance in addition to any other remedies provided for in its Governing Documents and by law:

- (a) Lease of an IMPROVED LOT: In the event an occupant of an IMPROVED LOT does not meet the requirements of this Article and/or the ASSOCIATION'S Governing Documents, the ASSOCIATION shall be entitled to seek equitable relief including, but not limited to, seeking to evict the IMPROVED LOT OWNER'S occupants, including lessee, that are in violation of the ASSOCIATION'S Governing Documents. In the event the ASSOCIATION prevails in such an action, the IMPROVED LOT OWNER and the IMPROVED LOT OWNER'S occupants, jointly and severally, shall be responsible for all costs and attorney's fees incurred by the ASSOCIATION.
- (b) The ASSOCIATION shall be entitled to evict all occupants who violate this Article and the declaration, including family members, domestic helpers, approved lessees, if any, guests and invitees with the standing of "attorney-in-fact" or as "agent" of and for the IMPROVED LOT OWNER(s). This right of eviction by the ASSOCIATION shall apply only:
 - (1) after the expiration of fifteen (15) days from the date on which the ASSOCIATION mails a notice stating its intentions to the IMPROVED LOT OWNER by certified mail, return receipt requested or hand delivery and;
 - (2) provided the IMPROVED LOT OWNER fails to commence eviction proceedings on his/her own and then fails to so notify the ASSOCIATION in writing within the fifteen (15) fifteen day period of same.

Section 6. Sale, Gift or Other Transfer.

In the event an intestate sale, gift, bequest or other such similar transfer of an Improved Lot causes a violation of the occupancy requirements of this Article the ASSOCIATION shall follow the notice requirements set forth in Section above and shall be entitled to utilize all of the remedies set forth in this Article and the Governing Documents. In such an instance, the prevailing party shall be awarded his/her costs and attorney's fees incurred in connection with same.

Section 7. General Provisions.

(a). The ASSOCIATION shall retain all documents and records relating to its determination of applications pursuant to this Article and its further compliance with the Act.

(b). It shall be the responsibility of the IMPROVED LOT OWNER to provide all occupants with a copy of the ASSOCIATION'S Governing Documents. Notwithstanding the foregoing, all occupants shall be bound by the terms of the Declaration, the Governing Documents and the Act even though the IMPROVED LOT OWNER has failed to comply herewith.

(d) LEASING. No Improved lot may be leased or rented without the prior written approval of the Board, which approval shall not be unreasonably withheld: provided, however that no Lot shall be leased more than one 1 time in any twelve (12) month period and each lease of an Improved Lot shall be for a term of not less, nor more than twelve (12) months.

Any Lot Owner wishing to lease a Lot shall first submit to the Board the proposed lease, which shall be in writing and such other information as the Board may reasonably request in connection with the proposed Lease. Approval or disapproval shall be given to the Lot Owner by the Board in writing within thirty (30) days from receipt of the lease and all requested information, provided that unless such written approval is sent within said thirty (30) day period, the lease shall be deemed to have been disapproved. The approval of the lease shall in no event release the Lot Owner from any obligations or from the provisions of this Declaration and no lease that is approved may be modified, extended, renewed or assigned nor may any Lot 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 or assignment shall be subject to the same provisions set forth above 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 that the Lot Owner or Tenant pay a registration and review fee not to exceed the actual cost incurred by the Association in reviewing the application. All leases shall be subject in all respects to the provisions of this Declaration, the Articles, the By-Laws and the Rules and Regulations 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 violation of a restrictive covenant by the Lot Owner. As a condition of its approval of a lease, extension, renewal or sublease, the Board may require that a lessee attend an orientation meeting and otherwise demonstrate familiarity with the terms of this Declaration, the Articles, the bylaws and the Rules and Regulations. The breach of any of the terms of this Declaration, the Articles, or the By-laws, including the Rules and Regulations, by the Lot Owner or the tenant shall, at the option of the Board, terminate said lease. Such breach shall also be deemed to be a

violation of the Declaration by the Lot Owner and each Lot Owner shall be liable to the Association for any breach by such tenant or other occupant of such leased Lot.

3. NO TRADE, BUSINESS OR PROFESSION, ETC. No IMPROVED LOT may be used for conducting any business, profession, trade or activity that would constitute a nuisance. By way of example but not limitation, excessive noise or activity on the IMPROVED LOT or the continual presence of commercial trucks and/or vehicles at the IMPROVED LOT for the business, trade, profession or activity being conducted thereon or multiple deliveries or retrieval of items to or from the IMPROVED LOT are considered instances of nuisances for this Article.

4. FENCES, CLOTHES POLES, EXTERIOR RADIOS AND TELEVISION ANTENNAS, SIGNAGE. No outdoor clothes drying apparatus may be erected or maintained upon any Lot. No sign shall be placed upon any Lot or within or upon any residence in the Subdivision, including "for rent" or "for sale" signs, which sign is visible from the exterior of such residence, without the prior written consent of the Board, except that not more than four (4) "open house" signs may be posted within the Subdivision. Any such "open house" sign shall be of a size and form prescribed by the Association, and may only be posted on the actual day of the "open house" when the Lot Owner or a designated representative is in attendance. Display of signs on a parked vehicle is prohibited. No exterior radio, television or other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing lands, other than as approved in writing by the Board. No fences, other than those erected by the Developer, shall be permitted anywhere within the Subdivision, except as approved in writing by the Board.

5. MAINTENANCE EASEMENTS. The Association shall have the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for the lawns and landscaping, of any portion thereof located thereon and the exterior and roofs of the houses constructed thereon as hereinafter set forth. "Maintenance and care" within the meaning of this subparagraph shall be limited to mowing, irrigating, trimming, edging, fertilizing and spraying of the lawns and painting of the exteriors of the houses-constructed thereon and cleaning and painting of the roofs of such houses. This easement shall specifically include an easement for the installation and maintenance of a lawn irrigation system at such locations as determined necessary or desirable by the Association. Each owner shall be liable to the Association for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by the Association in its sole discretion) upon such owners' Lots. In the exercise of its discretion in this latter regard, the Association shall be governed by the principal that all lawns shall be fully maintained free from the unsightly bald spots and dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood.

6. EXTERIOR BUILDING MAINTENANCE. The Association shall maintain the exteriors of all houses constructed upon the Lots. Such maintenance shall be limited to the cleaning of roofs and the repainting of exterior walls, shutters, trim, eaves and roofs. All such maintenance shall be performed at such times as the Association, in its sole discretion, determines the same to be necessary. Other than those maintenance obligations specifically delegated to the Association, each Lot Owner shall be responsible for maintaining all other improvements located upon a Lot in a manner consistent with community standards, including but not limited to driveways and walkways. Pursuant to its rule making authority, the Board may promulgate reasonable rules and regulations defining and applying such community standards.

7. PLANTING AND MAINTENANCE OF SHRUBBERY AND LANDSCAPING. No trees, plants, shrubbery, or landscaping effects of any kind shall be installed or removed on any Lot without the written consent of the Board. The Association shall maintain the shrubbery and landscaping of all Lots, including spraying, fertilizing, mowing, edging, trimming and irrigation at such times as the Association, in its sole description, determines to be necessary or desirable. The Board may, pursuant to the rule-making authority of the Board, limit the scope of its maintenance of shrubbery and landscaping on Lots, and delegate such maintenance activities to the individual Lot Owners as the Board deems appropriate and reasonable. The Board shall adopt generally accepted pruning standards.

8. PAYMENT OF ASSOCIATION EXPENSES BY OWNER. The Lot Owner of each Improved Lot in the Subdivision is hereby made liable to the Association for a pro rata share of the cost (including taxes and insurance) of the operation and maintenance of the Recreation Facilities and all other expenses of the Association, including but not limited to, the costs of maintaining the exteriors of the houses and landscaping, as described in paragraphs 6 and 7 above and reasonable reserves as so determined at the sole discretion of the Board.

The annual budget for the Association including reasonable reserves, if any, shall be prepared by the Board of Directors and circulated to the Association members at least thirty (30) days prior to its adoption. The decision to establish and fund reserves shall be made by the BOARD in its absolute and sole discretion. Assessments shall be payable in quarterly installments by each Improved Lot Owner to the Association. Such pro rata share shall be computed by dividing the annual budget of the Association by the number of Improved Lots. Each Lot Owner of Improved Lots in the Subdivision agrees that the pro rata share of the cost of the operation and maintenance of the Recreation Facilities and other expenses of the Association, including maintenance of building exteriors and landscaping as aforesaid, constitute a lien or charge upon such Lot Owner's Improved Lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the Lot, the name of the record Lot Owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Assessments that remain unpaid ten (10) calendar days after their respective due date shall bear interest at the highest rate allowable by law on a per annum basis from the date each assessment installment was due until paid, along with a late fee of twenty-five (\$25.00) dollars. The aforesaid late fee can be changed from time to time by a majority vote of the Board. All claims of lien filed hereunder shall secure all unpaid and future assessment installments, including any special assessments, which are payable to the Association when the claim of lien is recorded, together with interest, late fees, costs of collection, and all costs incurred or sustained by the Association in perfecting and enforcing such lien, including reasonable attorney's fees incurred by the Association incident to all aspects of the collection of such assessment or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association, in order to preserve and protect its lien and all assessment installments and special assessments coming due thereafter. Upon full payment, the Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any Institutional Lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. A suit to recover a money judgment against the Lot Owner personally obligated to pay all unpaid assessment installments, including special assessments, together with

interest, late fees, costs of collection, and reasonable attorney's fees may be maintained at the option of the Association without waiving the lien securing same. In addition, the Association may suspend a Lot Owner's right to use the Recreation Facilities during such time as any assessment remains unpaid. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of facilities or services provided or abandonment of his/her Lot.

9. No building, fence, wall or other structure, or landscaping, shall be erected, maintained upon, or removed from any Lot, nor shall any exterior addition, change or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Board. All water purification systems, tanks and bottle gas tanks shall either be kept under ground or placed in an enclosed area or landscaped areas as approved by the Board so that same shall be substantially concealed or hidden from view from any street or adjacent Lot. This condition may be imposed by the Board with respect to any exterior air conditioning unit. The Board, acting upon recommendations from the Association Architectural Committee as hereinafter defined shall be permitted to employ aesthetic values in making its determination. By way of illustration and not limitation, the Board may prohibit the installation of rooftop solar collectors and require the installation of low-maintenance roofing materials.

The "Association Architectural Committee" shall consist of at least three (3) members selected by the Board, who shall have the right to change the membership thereof as the Board deems appropriate. Any person desiring approval of any plans or specifications shall submit the same addressed to the "Architectural Committee" at 22097 Colony Drive, Boca Raton, Florida, 33433 to the attention of a party to be designated by the Board. The Board shall have the right to change the address for submissions to the Architectural Committee by recording an amendment to this instrument among the Public Records of Palm Beach County, Florida. Approval or disapproval by the Architectural Committee shall only be evidenced by a written instrument executed by at least one member of the Board; provided however, that should the Architectural Committee fail to act upon any submission to it within thirty (30) days from the receipt thereof by the Architectural Committee, such inaction shall be deemed approval of the submission. In the event that the Architectural Committee disapproves any proposed structure, or exterior change or alteration, the Architectural Committee shall state with specificity the reasons for the disapproval.

(Informational Note: Section 10 previously amended by Amendment dated October 19, 1977 and recorded in Official Records Book 2760, Page 519, of the Official Records of Palm Beach County, Florida.)

10. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within the Subdivision, except that common household and domestic pets may be kept within a residence or area of the Lot, subject to such reasonable Rules and Regulations as may be adopted by the Board, provided that they are not kept, bred or maintained for commercial purposes. For purposes of this section, the definition of what constitutes a common household or domestic pet, other than dogs, or cats, shall be at the sole discretion of the Board, which determination shall be final. Notwithstanding the foregoing, no more than four (4) domestic pets shall be maintained by an Owner. All pets must be carried or kept on a leash when outside of a residence or area of a Lot. Members shall pick up and remove any solid waste deposited by the pet. The keeping of a household or domestic pet is not a right of a Lot Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board upon finding that a pet is vicious, is creating a nuisance or unreasonable disturbance, in the sole discretion of the Board, or is annoying to other residents or has in any way become a nuisance. The owner of the pet assumes liability for all damage to person or property cause by the pet or resulting from its presence in the Subdivision. The Board may require any pet to be immediately and

permanently removed from the Subdivision due to any violation of this Section or Rules and Regulation interpreting or implementing this section.

11. ASSOCIATION MEMBERSHIP: Each Lot Owner shall automatically become a member of the Association. Each Lot shall be entitled to one vote to be cast through the Lot Owners. When more than one person holds interest in any Lot, the vote for such Lot shall be cast by that Lot Owner designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot. The transfer of the ownership of any Lot, either voluntarily or by operation of the law, shall automatically terminate the membership of the prior Lot Owner and the transferee or new Lot Owner shall automatically become a member of the Association. It shall be the responsibility of any such transferee of a Lot to notify the Association, within thirty (30) days from the date of transfer or of any change in the ownership of any Lot, and the corresponding change in membership, by delivering to the Association a copy of the recorded deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the Association may, but shall not be obligated, to recognize any change in membership or ownership of a Lot, for purposes of notice, voting or for any other purpose. In accordance with the provisions of Florida Statutes Chapter 720, the Association shall maintain a register showing the names and addresses of the Members of the Association. In addition, the Association may issue serialized certificates indicating an Owner's membership in the Association.

12. IMPROVED LOT TO REMAIN SO CLASSIFIED. Once a Lot becomes an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.

13. ENFORCEMENT OF NON-MONETARY DEFAULTS. These restrictions and requirements may be enforced by an action at law or in equity by any of the Lot Owners in the Subdivision or the Association. In the event of a violation by any Lot Owner, any tenant of a Lot Owner, any person residing with a Lot Owner, or their guests or their invitees (other than the non-payment of any assessments) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations, the Association may notify the Lot Owner and any tenant of the Lot Owner of any violation by written notice. If such violation is not cured as soon as practicable and in any event within fifteen (15) days after such written notice, or if the violation is not capable of being cured within such fifteen (15) day period, if the Lot Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within fifteen (15) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option and discretion, undertake the following action(s) singularly or in any combination: (i) commence an action to enforce the performance on the part of the Lot Owner or tenant or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or (ii) commence an action to recover damages and/or (iii) 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, or improvement or change which has not been approved by the Board, acting by and through the Architectural Committee, or performing any maintenance required to be performed by this Declaration, or replacing any landscaping or vegetation removed without the approval of the Board and/or (iv) levy a fine or fines, in an amount to be set by the Board, which shall not exceed the maximum amount allowed by law at the time of the violation. Said fine(s) shall be levied, upon a Lot Owner for failure of such Lot Owner, and/or at the discretion of the Board, any tenant of such Lot Owner, any person residing with such Lot Owner, or their guests or their invitees, for their respective failure to comply with any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations.

Further, use rights to the Recreation Facilities may be suspended with respect to any or all such persons, provided the following Notice and Hearing procedures are adhered to:

A. NOTICE. The Association shall notify the Lot Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension may not be imposed without notice of at least fourteen (14) calendar days to the Lot Owner sought to be fined or suspended (“Notice”).

B. HEARING. Pursuant to said Notice, the subject Lot Owner shall be given an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee (“Hearing”). If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

C. PAYMENT. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. FINES. A fine shall not exceed one hundred dollars (\$100) per violation. Each day a violation exists may be treated as a separate violation; however, a fine for any violation which is accruing each day the violation continues may not exceed one thousand dollars (\$1,000) in the aggregate. The Association may file an action to recover a fine and is entitled to collect reasonable attorney’s fees and costs incurred in such action. All monies received from fines shall be allocated as directed by the Board, subject to the provisions of this Declaration.

The requirements for Notice and Hearing of this Section shall not apply to the imposition of a fine or suspension against a Lot Owner if that Lot Owner is past due on any assessment installment, including special assessments, or other charges.

All expenses incurred by the Association in connection with such non-monetary default and all the expenses incurred by the Association to enforce this Declaration, including reasonable attorney fees (whether or not suit is filed) shall be assessed against the applicable Lot Owner and shall be due upon written demand by the Association. The Association may file an action to recover any such expenses and is entitled to collect reasonable attorney’s fees and costs incurred in such action

14. INVALIDITY CLAUSE. Invalidation in any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants which shall remain in full force and effect.

15. EXISTENCE AND DURATION. The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of the Subdivision until the first day of January, 2050. After January 1, 2050, said covenants, restrictions., reservations and servitudes shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the owners of a majority of the Lots in said Subdivision shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes.

16. AMENDMENT. This Declaration may be amended at any time and from time to time upon the affirmative vote of not less than three-fourths (3/4) of the voting interests present, in person or by proxy at a meeting at which a quorum has been attained. Any such amendment shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the Public Records of Palm Beach County, Florida.

17. COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS. In order to induce Institutional Lenders, as herein defined, to make individual mortgage loans upon Lots in the Subdivision, the Association's right to assess an Improved Lot (or its owner), or to impress a lien upon an Improved Lot (as provided in paragraph 8 above), the title to which has been acquired by an Institutional Lender as a result of foreclosure or deed in lieu of foreclosure, shall be abated so long as said Institutional Lender retains said title. Upon disposal in any manner of an Improved Lot acquired by an Institutional Lender by foreclosure or deed in lieu of foreclosure, or when such Lot is under lease, the Association's right to make assessments against such Improved Lot and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the Association during the period of time or prior to the time title to said Improved Lot was held by the Institutional Lender), and the Association's duties and obligations with respect to said Lot shall be restored.

18. RESERVATION OF EXCLUSIVE RIGHT TO INSTALL, PROVIDE AND MAINTAIN CABLE OR PAY TELEVISION IN THE CONDOMINIUM PROPERTY AND RECREATION FACILITIES.

Developer anticipates that certain systems may be developed, including, but not limited to, Cable Television, which will permit the transmission of television pictures to the Lots, and Developer does hereby reserve unto itself, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for the purpose of transmitting a pay television picture and/ or cable television to the Lots which desire such service. Developer does further reserve such easements over, under, across and through the Lots for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture and/or cable television to the Lots. Developer further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easements herein reserved. For the term of this Reservation, the Association, and each Lot Owner, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide cable or pay television service with any party other than Developer, or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Palm Beach County, Florida.

19. PROPERTY RIGHTS. Every member of the Association shall have the right of enjoyment in and to the Recreation Facilities and any and all improvements thereon, subject to the Association's authority to promulgate reasonable rules and regulations and the provisions of paragraphs 8 and 13 above.

20. RULES AND REGULATIONS. The Association has the right, power and duty to establish such Rules and Regulations for the maintenance and operation of the Recreation Facilities, as well as establishing rules and regulations for the maintenance and upkeep of the individual Lots, and the Subdivision.

21. GARBAGE AND TRASH DISPOSAL. No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property; provided, however, that garden trash and rubbish that is permitted, by local ordinance, to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot, and need not be in any container, for periods not exceeding twenty-four (24) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

22. GARAGES. Garage doors shall be kept closed at all times except for the purpose of entering or leaving the garage. No garage shall be remodeled or permanently enclosed and no portion of a garage shall be converted

into use for a living space. All vehicles permitted by this Declaration shall be garaged at all times when not in use.

23. HEADINGS. The headings contained herein are for ease of reference only, and do not constitute substantive provisions of this instrument.

24. EFFECTIVE DATE. This Declaration shall become effective upon recordation in the Public Records of Palm Beach County, Florida.