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DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR  
TRENDS AT BOCA RATON

THIS DECLARATION is made this 11th day of October, 1985 by LEVITT HOMES INCORPORATED, a Delaware corporation, which declares that the real property described in Article II, ("Trends at Boca Raton") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants/ restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

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The undersigned incorporator desiring to form a corporation not for profit under Chapter 617, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

## **Article I. DEFINITIONS**

As defined herein, the following words when used in this Declaration and all its exhibits or

supplements thereto, (unless the context otherwise requires) shall have the following meanings:

- (a) "Association" - Trends at Boca Raton Homeowners' Association, Inc., a Florida corporation not for profit, its successors and assigns.
- (b) "Properties" - All lands made subject to this Declaration by the provisions of Article II hereof. The term includes Undeveloped Properties (as defined below) unless the context otherwise requires.
- (c) "Common Areas" - Those portions of the Properties described in Exhibit "B", attached hereto and made a part hereof, and, unless the context otherwise requires, any additional Common Areas declared pursuant to Article II. The Common Areas shall include any improvements on such tracts which may include, without limitation, structures, recreational facilities, water management tracts, offstreet parking areas, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon. The Common Areas shall be owned by the Association for the common use and enjoyment of Owners and shall be conveyed to the Association as provided in Paragraph 7.A. of Article III.
- (d) "Lot" - Any Lot, which is intended for residential use and which is shown on any plat, or upon any re-plat of any plat, of the Properties, or any portion thereof, which plat or replat is filed by Declarant in the Public Records of Palm Beach County, Florida.
- (e) "Owner" or "Member" - The Declarant and any record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.
- (f) "Declarant" - Levitt Homes Incorporated, a Delaware corporation, its successors and assigns, if such successor or assignee acquires any undeveloped portion of the Properties and is designated as such by Levitt Homes. The Declarant may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be the Declarant to those rights which may have been assigned to them.
- (g) "Undeveloped Properties" - The portion(s) of the Properties (initially described in Exhibit "A-1") on which the portion thereof, such platted land or portion thereof shall no longer be considered Undeveloped Properties for the purposes of this Declaration.

## **Article II. PROPERTY SUBJECT TO THIS DECLARATION**

### ***Section 1. Legal Description***

The real property which is and shall be held, transferred, sold, conveyed, demised and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibits "A" and "A-1" attached hereto and made a part hereof.

### ***Section 2. Declarant's Right to Declare Additional Common Areas or Withdraw Property***

Declarant reserves the right to amend and supplement this Declaration, at its sole discretion and

without the consent or joinder of the Association, any Owner, or any mortgagee of any of the Properties for a period of five (5) years from the date of the recording of this Declaration in order to:

- (a) declare as Common Areas any portion of any plat of the Properties described in Exhibit "A-1" and,
- (b) withdraw from this Declaration portions of the lands hereinabove, subject to the approval of Palm Beach County (which approval may be evidenced by the filing of a plat embracing such withdrawn property).

Provided, however, that such actions shall not, without the joinder or consent of two-thirds (2/3) vote of each class of Members of the Association, increase the prorata share of Association expenses above the maximums set forth in Article IV which is payable by any Owner of property subject to this Declaration prior to such declaration or remaining subject hereto after such withdrawal. The withdrawal of lands, and the declaration of additional Common Areas shall be made and evidenced by filing a Supplemental Declaration in the Public Records of Palm Beach County, Florida. Notwithstanding the requirement that additional Common Areas be declared by Supplemental Declaration, areas dedicated to the Association on any plat of the Properties described in Exhibit "A-1", or portion thereof, are hereby declared, and shall be considered, Common Areas as if a Supplemental Declaration had been filed at the time of recording such plat. Nothing herein contained shall obligate the Declarant to withdraw property from the provisions of this Declaration, or to declare additional Common Areas.

### ***Section 3. Declarant's Right to Develop***

The Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Properties, particularly the Undeveloped Properties, and to file subdivision restrictions and/or amendments thereto with respect to the Undeveloped Properties or any remaining undeveloped portion thereof. Provided, however, all such platting or replatting shall be in compliance with applicable government laws and ordinances. The Declarant shall not be required to follow any predetermined order of improvement or development within the Properties and shall have the full power to add to, subtract from or make changes in the Master Plan of the Properties which is on file with the Zoning Division of the Planning, Zoning and Building Department of Palm Beach County, Florida ("Master Plan") or any general plan of development tiled with the Federal Housing Administration and/or the Veteran's Administration ("General Plan") regardless of the fact that such actions may alter the relative voting strength of the the Association.

## **Article III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

### ***Section 1. Membership***

The Declarant, and every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership

of any Lot which is subject to assessment.

## ***Section 2. Voting***

The Association shall have two classes of voting memberships:

Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member (s) shall be the Declarants and shall be entitled to three (3) votes or each Lot owned and for each proposed Lot allowed for the Undeveloped Properties under the Master Plan. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier ("turnover date"):

- (a) December 31 of the fifth (5th) year anniversary of the recording of this Declaration; or,
- (b) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership.

## ***Section 3. Suspension of Voting Rights***

Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right (other than the right of the Declarant) for any period during which any assessment or installment thereof shall remain unpaid for more than thirty (30) days, and for any violation of the rules and regulations of the Association, including those of the Architectural Review Board.

## ***Section 4. Turnover Meeting***

Within thirty (30) days of the turnover date, the Association shall notify in writing all Class A Members of the date of the turnover meeting and purpose of it, which is the election of a new Board of Directors of the Association. The procedure for the election and turnover meeting shall be conducted in accordance with the most recent revision of Robert's Rules of Order.

## ***Section 5. Merger or Consolidation***

The Association, may, upon two-thirds (2/3) vote of each class of Members, merge or consolidate the Association with any other association. Upon such merger or consolidation, the Properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Properties, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the

Properties.

### ***Section 6. Termination of the Association***

In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever except by reason of voluntary dissolution as may be provided by law or in the Articles of Incorporation, or by merger or consolidation any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Properties and Common Areas.

### ***Section 7. Common Areas and Maintenance Obligations***

- A. Ownership of Common Areas. On or before conveyance by Declarant of the first Lot which it owns in the Properties, excepting the Undeveloped Properties (or sooner at the Declarant's option), the Declarant or its successors and assigns shall convey and transfer to the Association its interest to the Common Areas described in the attached Exhibit "B". Any Common Areas declared subsequent to the recordation of this Declaration pursuant to Article II shall, likewise, be conveyed to the Association on or before Declarant's conveyance of the first Lot which it owns within the plat containing such Common Areas. The Association shall accept such conveyances, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. The Association shall be obligated to accept any and all plat dedications and deeds of conveyance, easements or bills of sale made or delivered to it by the Declarant which pertain to the Common Areas and any portion of the Properties declared to be Common Areas pursuant to Article II.
- B. Maintenance of Common Areas. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of any taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date this Declaration is recorded. Such taxes shall be prorated between Declarant and the Association as of the date of such recordation. The Association shall purchase general liability and hazard insurance covering improvements and activities on those portions of the Properties subject to the maintenance obligations of the Association. By order of a majority vote of its Board of Directors, the Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all recreational facilities, landscaping, bike paths, irrigation systems, drainage structures, street lighting fixtures and appurtenances, sidewalks, and other structures, excepting therefrom those improvements dedicated or conveyed for public use, including public utilities. Maintenance LH of the street Lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights.
- C. Declarant's Right to Common Areas Declarant shall have the right, from time to time, to enter upon the Common Areas during periods of construction upon the Properties and shall have the right, from time to time, to construct any facilities on the Common Areas

that Declarant elects to build.

- D. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Declarant, in its sole discretion, elects to install such street lighting, Declarant shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Declarant and the Association shall forthwith pay same to the Declarant.
- E. Assessments for Maintenance. All work pursuant to Paragraph B, of this Article and all expenses hereunder shall be paid for by the Association through annual or special assessments imposed in accordance with Article IV hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

### ***Section 8. Landscaping; Lot Maintenance***

The Association shall maintain all lawn and landscaped areas of the Common Areas from the date of recordation of this Declaration. Additionally, the Association may, at its sole option offer to provide, at additional expense, a lawn maintenance service to the Lots. Each Owner shall then have the option of requesting such service and the cost thereof shall be a special assessment as provided in Article IV. If any Owner neglects or fails to maintain his Lot or the exterior surfaces of his residence in accordance with this Declaration and lawfully adopted rules and regulations of the Association, the Association may, at its option, provide such maintenance and levy a special assessment as provided in Article IV.

### ***Section 9. Architectural Review Board***

The Architectural Review Board shall a standing committee of the Association. The Architectural Review Board shall have the power to promulgate such rules and regulations, as it deems necessary to carry out the provisions and intent of this paragraph. The initial rules and regulations of the Architectural Review Board are set forth on Exhibit "C" attached hereto and made a part hereof, and any duly adopted amendment or modification thereto shall not require an amendment or modification of this Declaration. A majority of the Architectural Review Board may take any action the Architectural Review Board is empowered to take, may designate a representative to act for the Architectural Review Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed; pursuant to this Section. Until all residential dwelling units proposed by the Declarant to be constructed within the Properties have been conveyed to Owners, the members of the Architectural Review Board shall be appointed by the Declarant, after such time members shall be designated by the directors of the Association. Notwithstanding the foregoing and the termination of the Class B membership, so long as the Declarant owns any

portion of the Properties, approvals of the Architectural Review Board shall only be final with the written consent of the Declarant.

### ***Section 10. Powers***

The Association, through the action of its Board of Directors, shall have all the powers provided in this Declaration and in its Articles of Incorporation including the power, but not the obligation, to:

- (a) acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors,
- (b) enter into an agreement or agreements from time to time with one or more person, firms or corporations for management services, and
- (c) promulgate reasonable rules and regulations regarding the use and maintenance of the Properties and the imposition of fines to be levied against any Owner for failure to comply with the terms of this Declaration or any rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeals and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed shall become a special assessment as provided in Article IV.

## **Article IV. COVENANT FOR MAINTENANCE ASSESSMENTS**

### ***Section I. Creation of the Lien and Personal Obligation for Assessments***

The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association:

- (a) annual assessments for general expenses as provided in Section 2 hereof; and,
- (b) special assessments as provided in Section 4 hereof, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within the Properties.

### ***Section 2. Purpose of Assessments***

The annual assessments levied by the Association shall be used exclusively for the general expenses of the Association. General expenses are any and all charges for the maintenance of the



Common Areas, as provided in Article III, and for the promotion of the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including, but not limited to:

- (a) expenses of administration, maintenance, repair or replacement of the Common Areas;
- (b) reasonable reserves deemed the Board of Directors for repair, or addition to the Common Areas; and
- (c) any expense deemed a general expense by this Declaration and any agreed upon as a general expense by the Association;

By a majority vote of the Board of Directors, the Board shall adopt an annual budget for each fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

### **Section 3. Annual Assessments**

- A. Commencement and Due Date. Except as to any Lot created subsequent to the recordation of this Declaration, the annual assessments shall commence on the first day of the month next following the recordation of this Declaration. Thereafter, the Board of Directors shall fix the date of commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. As to Lots created subsequent to the recordation of this Declaration, the assessment shall begin upon recordation of the plat or re-plat which creates said Lots and the annual assessment shall be prorated accordingly. The annual assessments shall be payable in advance as determined by the Board of Directors of the Association.
- B. Maximum Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00) per Lot.
  - 1. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership,
  - 2. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.
  - 3. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

### **Section 4. Special Assessments**

A special assessment may be levied against one or more Lots for the following:

- (a) charges for expenses of the Association which are not general expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge against such Lot(s) by two-thirds (2/3) vote of the Board of Directors.

- (b) reimbursement for damages caused by an Owner or Owners, their family members, guests, invitees or tenants to the extent permitted by the laws of the State of Florida.
- (c) capital improvements relating to the Common Areas approved as provided herein.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment. Provided, however, that any resolution of special assessment for capital improvements shall not be effective until approved by two-thirds (2/3) vote of each class of Members voting, as permitted in the Association's Articles of Incorporation or Bylaws, at a meeting called for such purpose.

### ***Section 5. Trust Funds***

The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the Owners of all Lots.

### ***Section 6. Uniform Rate of Assessment***

Both annual assessments and any special assessment for capital improvements provided for in Paragraph 4(c) shall be fixed at a uniform rate for all Lots. Since the primary responsibility and function of the Association is to perform services to the Common Areas, which duties will not directly benefit unoccupied units owned by the Declarant, the Declarant, as to each unoccupied unit on a Lot, shall pay twenty-five percent (25%) of the assessment for such Lot until the unit located thereon is occupied, whether such occupancy is by virtue of a lease or ownership. Upon occupancy, the full assessment amount shall attach to the Lot.

### ***Section 7. Roster; Notice; Certificate***

A roster of the Owners and applicable assessments shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice. Written notice of any assessment shall be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

### ***Section 8. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association***

If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall/ together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to

recover from the Grantor the amount paid by the Grantee therefor.

If an assessment is not paid within ten (10) days after the due date, the Association may impose a late charge as determined by the Board of Directors and the assessment (s) shall bear interest from the date when due at a rate set by resolution of the Board of Directors, which rate shall not exceed six percent (6%). The Association may bring an action at law against the Owner personally obligated to pay the same or may record a -claim of lien against the Lot on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment(s) as provided and a reasonable attorney's fee, together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

### ***Section 9. Subordination of the Lien to First Mortgages***

The lien of the assessments provided for in this Article IV shall only be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An "Institutional Lender" is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an Institutional Lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed Institutional Lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure of conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this\* Section 9, shall be deemed to be a general expense of the Association and shall be divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

## **Article V. EASEMENTS**

### ***Section 1. Members' Easements***

Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over

and across the walkways and bike paths from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Properties from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid.
- (c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to suspend the Owner's right to use the Common Areas, except roadways, for any violation its rules and regulations
- (d) The right of the Declarant, and the Association to dedicate or transfer all or any part of the Common Areas for such purposes and upon such conditions as may be approved by two thirds (2/3) of the votes of each class of Members, at a regular or special meeting of the Members duly called for such purpose. Provided, however, that as long as the Declarant owns any portion of the property affected by this Declaration, such action shall only be effective upon the joinder and consent of the Declarant, notwithstanding any other provision regarding Declarant's consent.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, his guests, tenants and invitees, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

### ***Section 2. Easements Appurtenant***

The easements provided in Section I shall be appurtenant to and shall pass with the title to each Lot.

### ***Section 3. Utility Easements***

Except as originally installed by the Declarant, public utilities may be installed underground in the Common Areas when necessary for the service of the Properties or additional lands for which Declarant holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

### ***Section 4. Public Easements***

Fire, police, health, sanitation and other public service personnel and vehicle's shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

### ***Section 5. Easement for Unintentional and Non-Negligent***

## ***Encroachments***

If any part of a building or improvement shall encroach upon any portion of the Common Areas, a Lot, or an easement by reason of original construction or by the, non-purposeful or non-negligent act of Declarant or any other "owner of such building or\*" improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

## ***Section 6. Zero-lot-line Easements***

The wall of any residence which is constructed within one foot (1') of the side Lot line of any Lot is deemed a "zero-lot-line wall". The owner of the Lot adjoining the zero-lot-line wall shall have the right to use said wall for the purposes, if any, approved by the Association. In order to allow the Owner of any residence with a zero-lot-line wall to maintain said wall, said Owner shall have an easement over such adjoining Lot, with the right of ingress and egress during reasonable times of day for the purpose of maintaining and repairing the zero-lot-line wall. There shall also be an easement not to exceed five feet (5') in width for roof eaves, overhangs, gutters or other protrusions, for water run-off, and for the maintenance of same over said adjoining Lot. The easements created in this Section 6 shall be permanent, perpetual and exclusive to the Owners involved.

## ***Section 7. Additional Easements***

The Declarant (during any period in which the Declarant has any ownership interest in the Properties) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Properties and to grant access easements and to relocate any existing access easement in any portion of the Properties as the Declarant or the Association shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out (any provision of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

## ***Section 8. Association Easement***

For the sole purpose of performing the exterior maintenance authorized by Article III, Section 8, the Association, through its duly authorized agents/ employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the Owner of the adjoining property (not within the Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its Properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance.

## **Article VI. GENERAL RESTRICTIVE COVENANTS**

### ***Section 1. Applicability***

The provisions of this Article VI shall be applicable to all Lots situated within the Properties.

### ***Section 2. Land Use***

No Lot shall be used except for residential purposes. Temporary uses for model homes, parking Lots, construction trailers, and/or sales offices shall be permitted for the Declarant.

### ***Section 3. Change in Buildings***

If any building is demolished or removed, if replaced said building shall be replaced with unit of similar size and type. Any such reconstruction shall be substantially completed within one (1) year of receiving a permit from Palm Beach County for any work in connection with such reconstruction.

### ***Section 4. Building Location***

Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida, and any specific zoning approvals thereunder, or as originally constructed on a Lot by Declarant or its successor or assignee. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

### ***Section 5. Use of Easements***

- A. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress may be shown on the recorded plats of the Properties. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic, prevent maintenance of utilities, or impede drainage.
- B. Public utility companies servicing the Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water of lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas, under and through the utility easements as shown on the plats and under and through such portions of the rear of each Lot beyond the buildings, as such buildings may from time to time be located. All utilities within the Properties, except those originally installed by the Declarant, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

## ***Section 6. Nuisances***

- A. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Association for a' decision in writing, which decision shall be final.
- B. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered or remain anywhere thereon; and in the event that the Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. Provided, however, that any of the- Properties not yet developed by Declarant shall be maintained in a clean condition, but shall not be expected to be maintained in a manicured condition.

## ***Section 7. Temporary Structures***

No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. Free-standing sheds or other similar accessory structures may be permitted by the Architectural Review Board in the rear yard of a Lot provided said rear yard is fully enclosed by an approved fence.

## ***Section 8. Signs***

No "for rent", "for sale" or other sign of any kind shall be displayed to the public view on the Properties, without the prior written consent of the Architectural Review Board; provided, however, that the Declarant, so long as it owns any portion of the Properties, shall retain the right to disapprove any signs displayed to the public view.

## ***Section 9. Oil and Mining Operations***

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Properties. Nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

## ***Section 10. Pets, Livestock and Poultry***

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Properties except in locations which may be designated by the Association in its rules and regulations.

## ***Section 11. Visibility at Intersections.***

No obstruction to visibility at street intersections shall be permitted.

## ***Section 12. Architectural Control***

No building, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Review Board have been approved in writing by the Architectural Review Board. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Review Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval.

## ***Section 13. Exterior Appearances and Landscaping***

The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Declarant in accordance with the provisions of this Declaration without prior approval of the Architectural Review Board, but prior approval by the Architectural Review Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the Architectural Review Board.

## ***Section 14. Commercial Trucks, Trailers, Campers and Boats***

No trucks or commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. The term "trucks" does not include pickup trucks unless such pick-up truck is a commercial vehicle. The term "commercial vehicle" shall include any truck, van and vehicular equipment which bears signs or shall have printed on same some reference to any commercial undertaking or enterprise. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

## ***Section 15. Fences***

No fence, wall or other structure shall be erected in the front yard, backyard, or side yard, except as originally installed by Declarant, and except any approved by the m Architectural Review Board in accordance with this Section and the rules and regulations of the Board. All gates shall be located on Lots adjoining zero-lot-line walls within a reasonable distance, as determined by the Architectural Review Board, from the adjoining zero-lot-line wall. No gate shall have any padlock or other type of lock unless a key, the lock combination, or other unlocking mechanism of the lock is deposited with the Owner of the zero-lot-line wall so as to afford such Owner access to the zero-lot-line easements granted herein.



Except for Lots abutting a street on more than two (2) sides ("corner Lots"), the front setback line for all fences shall be a line which is the extension of the front wall of the dwelling at the non-zero-lot-line wall front corner. The setback lines for fences on corner Lots shall be established by the Architectural Review Board on a case by case basis.

### ***Section 16. Garbage and Trash Disposal***

No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a fenced or walled area; provided, however, that the requirements from time to time of the County of Palm Beach for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

### ***Section 17. Drying Areas***

No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or street. Drying areas will be permitted only in locations where protected from view by screening or fencing approved by the Architectural Review Board. No prohibition of outside clotheslines or drying areas shall be permitted provided that nothing herein shall prohibit the Architectural Review Board from enacting reasonable regulations that do not have the effect of prohibiting such drying areas or clotheslines as to any Lot.

### ***Section 18. Open Space***

The portion(s) of any plat of the Properties which is considered required open space for a Planned Unit Development pursuant to the Palm Beach County Zoning Code, as same exists on the date of recordation of the Declaration, may not be vacated in whole or in part unless the entire plat is vacated.

### ***Section 19. Drainage***

No changes in elevations of the Properties shall be made which will cause undue hardship to any Lot, Common Area, or other adjoining property with respect to natural runoff of rain water.

### ***Section 20. Burial of Pipes and Tanks***

No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

### ***Section 21. Communication Equipment***

Except as may be originally installed by the Declarant or as may be permitted by the Architectural Review Board, no antennas, satellite dishes, aerials, or lines or wires for communication or transmission of current shall be placed on any portion of the Properties. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be in-stalled by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the Architectural Review Board pursuant to this Section shall be protected cable and shall only be installed underground.

### **Section 22. Flags**

No flags may be erected on any Lot within the Properties except on national holidays from a temporary flagpole attached to the Unit. No flagpole may be erected on the round .

### **Section 23. Fishing**

No Owner may fish anywhere within the Properties except in areas, if any, designated by the Association.

### **Section 24. Gas Containers**

No gas tank, gas container, or gas cylinder , except portable gas grills and installations by Declarant, shall be permitted to be placed on or about the outside of: any unit or any ancillary building. All gas tanks, gas containers and gas cylinders, except portable gas grills and installations by Declarant, shall be installed underground in every instance, except that gas containers may be placed above ground if approved by the Architectural Review Board and enclosed on all sides by an approved decorative safety wall.

### **Section 25. Certain Restrictions, Rules and Regulations**

The following restrictions, rules and regulations shall be adhered to by each Owner, lessee, their families, guests and invitees:

- (a) No Owner, lessee, their families, guests and invitees shall make or permit any disturbance that will interfere with the rights, comforts or convenience of others.
- (b) All Owners, lessees and occupants of Lots in the Properties shall abide by this Declaration, the Articles of Incorporation, the Bylaws and all rules and regulations as they are adopted from time to time by the Board of Directors and the Architectural Control Board and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

In order to change or amend any rules or regulations or adopt new rules and regulations of the Association, the same must be approved by a majority of the Board of Directors. No vote of the membership shall be required. A change, amendment or adoption of a rule or regulation shall not require an amendment to the Declaration or the Bylaws.

## **Article VII. SALES ACTIVITY AND DECLARANT'S RIGHTS**

Notwithstanding any provision herein to the contrary, until the Declarant has completed, sold and conveyed all of the Lots within the Properties, neither the Owners nor the Association, nor their use of the Common Areas, shall interfere with the completion of the contemplated improvements to the Properties, the sale of Lots, and any other sales activity of the Declarant whether related to the Properties or to other developments of the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Lots, any Undeveloped Properties, and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, model homes, and/or parking

lots, for the showing of the Properties and display of signs, billboards, flags, placards and visual promotional materials. The Declarant shall have the right to use common parking spaces, if any, located on the Common Areas for prospective purchasers and such other parties as Declarant determines. . Declarant reserves the right to complete the development of the Properties, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title to his Lot.

## **Article VIII. GENERAL RESTRICTIONS**

### ***Section 1. Duration***

The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Declarant, any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of this Declaration. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at such meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor -of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Palm Beach County, Florida, and may be relied upon for the correctness of the -facts contained therein as they relate to the termination of this Declaration.

### ***Section 2. Notice***

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member on the records of the Association at the time of such mailing.

### ***Section 3. Mortgagee's Notice***

Upon written request to the Association, identifying the name and address or the mortgagee holding a first mortgage on a Lot, the Association will provide timely written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or any Lot on which there is a first mortgage held, insured, or guaranteed by such mortgagee.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot, which remains uncured for a period of sixty(60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The Association shall also make available for inspection to all Owners, lenders and to holders, insurers and guarantors of any first mortgage, upon request, during normal business hours, current copies of this Declaration, the Bylaws, rules and regulations, and the books, records and financial statements of the Association. Any holder of a first mortgage on a Lot shall be entitled, upon written request, to a copy of the Association's financial statement for the immediately preceding fiscal year.

#### ***Section 4. Enforcement***

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

#### ***Section 5. Severability***

Invalidation of any one or more of the covenants, restrictions or provisions of this Declaration by judgment or court order shall in no way affect any other covenant, restriction or provision hereof and such other covenants, restrictions and provisions are hereby declared to be severable and shall remain in full force and effect.

#### ***Section 6. Captions***

The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of the text of this Declaration.

#### ***Section 7. Limitations; Execution of Documents***

So long as the Declarant is in control of the Association and is pursuing the development of the Properties, the Association may take no action whatsoever in opposition to the development plan of the Properties or to any change proposed thereto by the Declarant. The plan for the development of the Properties may require from time to time the execution of certain documents required by governmental or regulatory agencies. If and to the extent that said documents require the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

## **Section 8. Context**

Whenever the context: so requires, any pronoun used herein shall be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any noun and pronoun herein shall be deemed to mean the corresponding plural form thereof and vice versa.

## **Section 9. No Implied Waiver**

The failure of Declarant, the Association, the Board of Directors or any Owner to object to an Owner's or other party's failure to comply with any covenant, restriction or provision contained herein shall in no event be deemed a waiver of any such covenant, restriction or provision.

## **Section 10. Leasing**

Rental or leasing of residences constructed on any Lot is prohibited except for a lease in excess of three (3) months duration.

## **Section 11. Conflicts**

In the event of any inconsistency between this Declaration, the Articles and/or Bylaws of the Association, the provisions of this Declaration shall supersede, govern and control.

## **Section 12. Amendments**

- A. By the Association: This Declaration may be amended by the membership of the Association, except as provided herein, upon the affirmative vote of three-fourths (3/4) of the votes cast by the entire membership either in person, by proxy, or by absentee ballot. Notice of any meeting at which such amendment is to be considered shall contain a copy of the proposed amendment and shall be given to every Member no more than ninety (90) days and no less than thirty (30) days prior to the date of such meeting. Any amendment made by the Association shall be effective only when executed by the President and Secretary, with the written joinder and consent of the Declarant, for so long as Declarant is the owner of any portion of the Properties, and recorded in the Public Records of Palm Beach County, Florida.
- B. By the Declarant: Declarant hereby reserves the right to amend this Declaration without the consent of any Owner or the Association for the purposes of correcting scrivener errors, and corrections or amendments required by any governmental or regulatory agency, for so long as Declarant is the Owner of any portion of the Properties; and for the purpose of declaring Common Areas or withdrawing property from the scope of this Declaration pursuant to Section 2 of Article II.
- C. South Florida Water Management Approval: Notwithstanding the above provisions, any amendment to this Declaration which would affect the Surface Water Management System shall require the consent of South Florida Water Management District, which consent may be evidenced by the issuance of permits by said District.
- D. FHA/VA Approval: Notwithstanding any provision of this Declaration to the contrary, as long as there is a Class B membership and the Federal Housing Administration or the Veterans' Administration holds a mortgage on any Lot, the following actions will require the approval of the FHA/VA: (1) annexation or withdrawal of Properties; (2) dedication on additional Common Areas; and (3) amendment of this Declaration.

**Section 14. Effective Date**

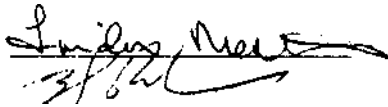
This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions for Trends at Boca Raton has been executed by Declarant on the day and year first above set forth.

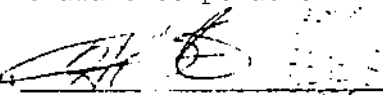
Signed, sealed and delivered in the presence of:

DECLARANT:

LEVITT HOMES INCORPORATED,  
A Delaware corporation



STATE OF FLORIDA        )  
                                  SS:  
COUNTY OF PALM BEACH)

By: 

Harry T. Sleek, Vice President

The foregoing Declaration was acknowledged before me this 11th day of October, 1985, by Harry T. Sleek as VicePresident of LEVITT HOMES INCORPORATED, a Delaware Corporation, on behalf of said corporation.

EXHIBIT "A"  
TO  
DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR  
TRENDS AT BOCA RATON

The developed real property subject to the Declaration is as follows:

All lands described in the plat of Trends at Boca Raton, Unit I, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 51 , pages 131 through 134.

EXHIBIT "A-1"  
TO  
DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR  
TRENDS AT BOCA RATON

The developed real property subject to the Declaration is as follows:

Tracts 69, 70, 71 and 90 and the East one-half of Tract 89, Block 80 and Tracts 1 to 4 and all that part or Tracts 13 to 16, inclusive, Block 83, lying North of the right-of-way for S.W. 18th Street, Palm Beach Farms Company's Plat No. 3, a subdivision in Palm Beach County, Florida, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 2, Pages 45 to 54; and

All of Boca Raton Terrace, a subdivision in Palm Beach County, Florida, according to the plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 4, Page 2.

Excepting, however, all that part of the above described lands lying within the boundary of the following described parcel of land:

A parcel of land situate in Section 32, Township 47 South, Range 42 East, Palm Beach County, Florida, being a portion of the Palm Beach Farms Company's Plat No. 3, as recorded in Plat Book 2, Pages 45 through 54 of the Public Records of said Palm Beach County, more particularly described as follows:

Beginning at the Northwest corner of the Northeast one-quarter (NE 1/4) of said Section 32, thence, South 02°33'31" East, along the West line of said Northeast one-quarter (NE 1/4), a distance of 231.72 feet to the South line of Tract 91 of said plat; thence, South 89°40'07" West, along said South line and its Westerly prolongation, a distance of 179.70 feet to the East line of Tract 90 of said plat; thence, North 00°22'37" West, along said East line, a distance of 15.00 feet to a line 15.00 feet North of and parallel with the South line of Tracts 90 and 89; thence, North 89°40'07" West, along said parallel line, a distance of 754.22 feet to a line 235.89 feet East of and parallel with the West line of Tracts 3 and 14 of said Block 83; thence South 00°50'33" East, along said parallel line, a distance of 982.24 feet to the proposed Northerly right-of-way line of Southwest 18th Street (a right-of-way 120.00 feet in width); thence, North 89°12'27" East., along said proposed right-of-way line, a distance of 962.52 feet to the aforesaid West line of the Northeast one-quarter (NE 1/4); thence, North 02°33'31" West, along said West line, a distance of 513.96 feet to the South line of the North one-half (N 1/2) of the north one-half (N 1/2) of said Northeast one-quarter (NE 1/4); thence North 89°03'21" East, along said South line, a distance of 999.46 feet to the West line of the East one-half (E 1/2) of the Northeast one-quarter (NE 1/4) of the Northeast one-quarter (NW 1/4) of the Northeast one-quarter (NE 1/4); thence, North 00° 29'02" West, along said West line, a distance of 679.18 feet to the aforesaid North line of the Northeast one-quarter (NE 1/4) of Section 32; thence, South 88°59'00" West, along said North line, a distance of 1000.31



feet to the Point of Beginning (P.O.B).  
Containing: 52.73 acres, more or less.

EXHIBIT "B"  
TO  
DECLARATION OF COVENANTS  
AND RESTRICTIONS  
FOR  
TRENDS AT BOCA RATON

Legal description of Common Areas:

All tracts, easements and other areas dedicated to the Association and shown on the Plat of Trends at Boca Raton, Unit 1, recorded in the Public Records of Palm Beach County, Florida, at Plat Book 51, pages 131 through 134.

EXHIBIT "C"  
TO  
DECLARATION OF COVENANTS AND  
RESTRICTIONS  
FOR  
TRENDS AT BOCA RATON

Initial  
Rules and Regulations  
of the  
Architectural Review Board

1. Any Owner who desires to construct, an improvement or construction of any kind on his Lot shall submit to the ARB an application accompanied by a minimum of three sets of plans and any additional number of sets requested by the Board.
2. The ARB shall have thirty (30) days from submission of a complete application in which to review and approve or disapprove an application. If the ARB has not otherwise responded after said thirty (30) day period, the application shall be deemed approved.
3. No window or wall air conditioning units are permitted.
4. All mailboxes or receptacles for the delivery of newspapers, magazines or mail shall conform to the standard approved by the ARB.
5. Except when placed in front for pick-up, no garbage container shall be visible from any street, Lot or Common Area.
6. All fences shall be a maximum on six feet (61) in height, and shall be located as depicted on the plot plan approved by the ARB. No portion of any fence shall be affixed to or touch the adjacent dwelling. Fences shall be constructed of wood as follows: (a) fences shall be of the "shadow-box" type; (b) all planks and posts shall be of pressure-treated wood and planks shall be placed vertically; (c) all planks shall be a maximum of four inches (4") in width; (d) all wood shall remain with its natural color or may be coated, with a natural wood-colored stain; (e) the top most horizontal edge or the fence must be parallel to the ground; no serrated or "dog-ear" cuts will be allowed.