

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL

\*\*\*\*\*

## INTRODUCTION & NOTE ON THE DOCUMENT

*The following is Lago Del Sol's current Declarations. It consists of the original 1991 Declaration with the six subsequent Amendments incorporated into it. The intent and hopefully the result is a readable copy of the current Declarations in a single document. Wherever an Amendment changed the text, the Amendment was cited in a footnote.*

***Importance of the Originals.** Of course, the original documents—meaning the ones you received when you bought your home or building lot—are the official documents and the ones filed with the County.*

***An Edited Document.** While this is not the official document(s), it is a near verbatim rendition. By “near” verbatim, it is meant that much, indeed the vast majority, of the language in the Declarations was kept. Some minimal editing was done but only where it was deemed necessary for consistency and readability, and only where the change would not alter the meaning of the sentence, paragraph or section involved. Some of these edits are as follows:*

- 1. Some capitalization, such as in fully capitalized names like “LAGO”, was removed.*
- 2. Underlining and parenthetical marks that appeared extraneous or inconsistent with other references to the same matter were removed.*
- 3. Commas that were extraneous to the text were removed. For example, commas were taken out of phrases such as “including, but not limited to,” and “such as, but not limited to,”.*
- 4. Repetitive language, such as the word “inclusive” in the phrase “Parcel Owners 1 through 15, inclusive,” was removed.*
- 5. Some longer, unnecessarily formal phrases were shortened as long as the change did not affect the meaning. For example, “for” or “to” was substituted for the phrase “for the purpose of”, and “if” for the phrase “in the event of”.*
- 6. Last, the Lakes were more consistently referenced. Lake 1 is the East Lake where skiing is allowed. Lake 2 is the West Lake. Whenever possible, the East Lake and West Lake designations were used.*

***An Outlining Function** has been inserted into the text. It is not visible, but it is there and may cause some inconsistency in the spacing between paragraphs. The good thing about the outline function is that it generates a useful Table of Contents that not only provides summarized topics but also connects its entries to the text by hyperlinks. To go from a TOC entry to the text, you need only place the cursor on the entry in the TOC and press Control-LeftClick. Also, you will see there are two TOCs provided. The first has only general topics; the second, called the Detailed TOC, has many subtopics and several summarize notes about the text. Finally, the TOCs contain different colored fonts. Different colored fonts were used for the different levels of headings: red for heading 1, blue for heading 2, etc. There is no significance to this but to make it more readable.*

\*\*\*\*\*

**TABLE OF CONTENTS**

<b>LIST of RELEVANT DOCUMENTS .....</b>	<b>viii</b>
<b>DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL .....</b>	<b>1</b>
ARTICLE 1: DEFINITIONS .....	1
ARTICLE 2: PLAN OF DEVELOPMENT .....	3
ARTICLE 3: THE ASSOCIATION .....	4
ARTICLE 4: COMMON PROPERTY .....	4
ARTICLE 5: USE RESTRICTIONS AND LAND USE COVENANTS.....	5
ARTICLE 6: EASEMENTS.....	19
ARTICLE 7: COMMON EXPENSES, APPORTIONMENT AND COLLECTION .....	19
ARTICLE 8: COMMON EXPENSES .....	22
ARTICLE 9: ENFORCEMENT .....	23
ARTICLE 10: AMENDMENT .....	25
ARTICLE 11: GENERAL PROVISIONS .....	26

\*\*\*\*\*

**DETAILED TABLE OF CONTENTS**

<b>LIST of RELEVANT DOCUMENTS .....</b>	<b>viii</b>
<b>DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL .....</b>	<b>1</b>
ARTICLE 1: DEFINITIONS .....	1
1.1 "Articles" means the Articles of Incorporation.....	1
1.2 "Assessment" means a share of the funds required for the payment of Common Expenses .....	1
1.6 "Common Property" means all portions of the Property ... intended for the common use and enjoyment of the Parcel owners & includes roads and lakes .....	1
1.7 "Common Expenses" means expenses for which the Parcel Owners are liable to the Association as provided for in this Declaration.....	2
1.11 "Improvements" means all structures ... and artificial changes to the natural environment.....	2
ARTICLE 2: PLAN OF DEVELOPMENT .....	3
2.0 The Project.....	4
• The Project has been developed on the Property as a luxury single family residential community .....	4
2.1 Submission to Declaration.....	4
ARTICLE 3: THE ASSOCIATION .....	4
3.0 Membership in the Association.....	4
• All Parcel Owners are Members of the Association .....	4
3.1 Association's Right to Improve Common Property .....	4

**Declarations of Covenants (with Amendments Incorporated)**  
**4-17-2018**

---

3.2 Subsequent Legislation .....	4
• Substantive rights shall not be retroactively affected by new legislation .....	4
<b>ARTICLE 4: COMMON PROPERTY .....</b>	<b>4</b>
4.0 Title to Common Property .....	4
• The Board may adopt Rules and Regulations; rules & regs apply to owners, guests, lessees .....	4
4.1 Rules and Regulations .....	4
4.2 Owners' Easements of Enjoyment .....	5
4.3 Extent of Owners' Easements .....	5
4.4 Continual Maintenance .....	5
<b>ARTICLE 5: USE RESTRICTIONS AND LAND USE COVENANTS .....</b>	<b>5</b>
5.0 Uniform Plan .....	5
• 5.0.1 Single Family Residence .....	5
♦ <i>No rentals of part of parcel .....</i>	<i>5</i>
♦ <i>No trade, business may be conducted .....</i>	<i>6</i>
♦ <i>No more than one dwelling per parcel .....</i>	<i>6</i>
• 5.0.2 Pets .....	6
♦ <i>Common household pets only &amp; no breeding of animals .....</i>	<i>6</i>
♦ <i>Dogs must be leashed when off owner's property; Must also abide by Board's rules .....</i>	<i>6</i>
• <i>Nuisance or disturbance – Board can order pet removed from Property .....</i>	<i>6</i>
• 5.0.3 No Immoral or Improper Use .....	6
• 5.0.4 No Use Which Increases Insurance .....	6
• 5.0.5 Compliance with Law .....	6
• 5.0.6 Use of Recreational Facilities .....	7
• 5.0.7 Exterior Areas .....	7
♦ <i>Walls of the Dwelling: Nothing to be fixed to exterior walls .....</i>	<i>7</i>
♦ <i>The Lot: No furniture or equipment allowed without the prior written consent from Board; lawn furniture in backyard excepted .....</i>	<i>7</i>
♦ <i>Windows, doors &amp; screens: No radical change allowed in the color without consent .....</i>	<i>7</i>
• 5.0.8 Noise .....	7
♦ <i>No noise loud enough to be heard from another Parcel .....</i>	<i>7</i>
♦ <i>If the Board finds the noise to be unreasonable, it may order the Owner to abate the noise .....</i>	<i>7</i>
• 5.0.9 No Signs .....	7
♦ <i>Except for-sale signs &amp; contractor signs during construction .....</i>	<i>7</i>
• 5.0.10 Parking .....	7
♦ <i>No RVs, motor homes, commercial vehicles, etc., shall be kept parked, placed, or stored on the property .....</i>	<i>8</i>
♦ <i>No maintenance or repair work may be performed on the property .....</i>	<i>8</i>
• <i>EXCEPTION: if parked or repair is done in a closed garage or other area which is totally screened from view from the Roads and adjacent Parcels .....</i>	<i>8</i>
♦ <i>No overnight parking on Road or Grassy area .....</i>	<i>8</i>
♦ <i>Towing for violation .....</i>	<i>8</i>
• 5.0.11 Temporary Structures .....	8
♦ <i>No temporary structure or object, such as a tent, shack or shed, can be erected, kept or maintained .....</i>	<i>8</i>
♦ <i>Construction must be completed (made permanent) within a year .....</i>	<i>8</i>
• 5.0.12 Antennae .....	8
♦ <i>No antennae, except "normal and customary television antennae, allowed unless "installed by the Association" .....</i>	<i>8</i>
♦ <i>Satellite dish must be screened from view from road and other parcels .....</i>	<i>8</i>
• 5.0.13 Subdivision of Lots .....	8
• 5.0.14 Laundry .....	8

**Declarations of Covenants (with Amendments Incorporated)**  
**4-17-2018**

---

● 5.0.15 Storms.....	8
◆ Dwellings may be “boarded up” only “when there is an imminent threat of a storm or hurricane” and must be removed when the threat has passed .....	8
● 5.0.16 Garages.....	9
◆ Garage cannot be permanently enclosed or converted without consent .....	9
◆ No carports allowed on any lot.....	9
● 5.0.17 Architectural Control .....	9
◆ Prior written approval from the Board required for all improvements.....	9
◆ Board may write rules for procedure .....	9
◆ Fences no higher than 6 feet; allowed in backyard and in front, but no closed than 25’ from road edge.....	9
◆ Patios, decks, sheds must be in the back yard.....	9
◆ The Board may appoint an Architectural Review Board .....	9
● The Architectural Rev. Bo. may disapprove any plans that are unsuitable or undesirable... 9	
◆ Free-standing cabanas, gazebos and sheds must have prior “joint” approval from Board and Arch. Rev. Bo. ....	9
● 5.0.18 Architectural Standards .....	9
◆ Standards for the Dwelling .....	9
● Height of dwelling & its Location on the Lot .....	9
● Minimal square footage.....	9
● No more than 35% of the Lot.....	10
● Garage, at least 2-car.....	10
● The Roof, pitch & type allowed .....	10
◆ Storage sheds are allowed .....	10
● Size, No more than 200 sf.....	10
● Construction and placement must be preapproved by the Board or Arch. Rev. Bo.....	10
● 5.0.20 Trees, Soil and Grass .....	10
◆ Trees with more than a 3-inch diameter may not be removed except with consent .....	10
◆ Certain types of trees must be removed .....	10
◆ Noxious weeds that are a nuisance and certain trees are not permitted.....	10
● 5.0.21 Driveways .....	11
● 5.0.22 Artificial Vegetation .....	11
● 5.0.23 Lawn Sprinkling System.....	11
◆ A sprinkling system is required; it must be “maintained in good working order”.....	11
● 5.0.24 Maintenance of Lots .....	11
◆ Lots must be kept clean & sanitary; no rubbish, refuse or garbage allowed to accumulate .....	11
◆ Lawns must be regularly mowed and edged, and kept free of debris, weeds and “unsightly growths”.....	11
◆ Failure of maintenance for 30 days permits the Association to intervene; Association then gives Owner 15-day notice that it intends to perform the work.....	11
● If Association does the work, owner is charged for it, with interest added on .....	11
● 5.0.25 Refuse Containers, Storage, Tanks and Equipment .....	12
◆ No dumping trash on the lot.....	12
◆ Trash, garbage to be kept in containers & placed out of view in a walled-in area .....	12
◆ Oil and gas tanks must underground or kept out of view .....	12
◆ No burning of trash or refuse .....	12
◆ All water filtration and pool equipment must be screened from view.....	12
● 5.0.26 Air Conditioners.....	12
◆ Window or wall units prohibited.....	12
● 5.0.27 Newspapers .....	12
● 5.0.28 Elevation.....	12
● 5.0.29 Additions and Improvements.....	13
● 5.0.31 [sic, should be “5.0.30”] Boathouses and Docks.....	13
◆ Docks, East Lake: owner may construct one dock.....	13
● Approval needed from Arch. Rev. Bo. & Ski Committee.....	13

**Declarations of Covenants (with Amendments Incorporated)**  
**4-17-2018**

---

♦ <i>Boathouse, East Lake: Ski Committee &amp; Architectural Review Board must approve</i> .....	13
♦ <i>Boathouse, West Lake: not allowed</i> .....	13
• 5.0.31 Colors.....	13
♦ <i>Colors on dwelling must be approved in writing by the Board</i> .....	13
• 5.0.32 Solar Heating.....	13
• 5.0.33 Landscaping.....	13
♦ <i>Sodding or landscaping required</i> .....	14
♦ <i>The Owner shall be required to landscape his Lot in accordance with the landscaping criteria established by the Board</i> .....	14
• 5.0.34 Swimming Pools and Tennis Courts.....	14
5.1 Permitted Boat Usage of Lakes.....	14
♦ <i>Either lake may be used by Owners, and their guests if they are in the Owners presence</i> .....	14
• 5.1.1. East Lake (Lake 1).....	14
♦ <i>Use restricted to Owners of Lots 1-15 (lots along East Lake)</i> .....	14
• <i>Use in conformance with the written guidelines, policies and regulations for the management of East Lake</i> .....	14
♦ <i>A Ski Committee controls use</i> .....	14
• <i>Composition of Committee</i> .....	14
• <i>Ski Committee acts under the auspices of the Association's Board of Directors</i> .....	14
♦ <i>Control of Lake is for its efficient and effective use</i> .....	15
♦ <i>Owners who operate boats on East Lake, required to have insurance</i> .....	15
• <i>Copy of policy to LDS</i> .....	15
♦ <i>Ski Committee sets the hierarchy and priority of use for all East Lake activities</i> .....	15
• 5.1.2 “West Lake” (Lake 2).....	16
♦ <i>Only for boating or fishing from a boat</i> .....	16
♦ <i>Boat engines can only be electrical</i> .....	16
• 5.1.3 No usage of Lakes to affect the easements.....	16
5.1.4 [sic, should be 5.2] Leasing.....	16
• (i). Leasing of Units.....	16
♦ <i>Notice of intent to lease must be given to the Board</i> .....	16
• <i>Board may require a damage deposit</i> .....	16
• (ii) Leasing Provisions.....	16
♦ <i>All leases must be written; Renewals are subject to reapplication process</i> .....	16
♦ <i>No more than one (1) lease in any 12-month period; no subleases; no transient tenants</i> .....	16
♦ <i>Lot Owner must provide lessee with the Declarations, By-Laws, and the Rules and Regulations</i> .....	16
♦ <i>Restrictions on Lessees</i> .....	17
• <i>Lessees must comply with rules</i> .....	17
• <i>Deposit to the Association</i> .....	17
• <i>Every lessee is required to apply to the Board for approval. The Board's Lease Approval Committee or designated agent</i> .....	17
• <i>Owner is responsible for all occupants; Occupants also responsible</i> .....	17
⇒ <i>LDS can evict a lessee for violation of the lease or the Declarations</i> .....	17
• <i>Failure to give notice of the lease: the Board may still accept or reject the lessee</i> .....	18
• <i>Association has 15 days for approval or rejection of the lease</i> .....	18
• <i>Failure of Owner to comply with these Regs</i> .....	18
ARTICLE 6: EASEMENTS.....	19
6.0 Easements for Unintentional and Non-Negligent Encroachment.....	19
6.1 Ingress and Egress.....	19
ARTICLE 7: COMMON EXPENSES, APPORTIONMENT AND COLLECTION.....	19
7.0 Assessment and Apportionment.....	19
7.1 Lien.....	20

**Declarations of Covenants (with Amendments Incorporated)**  
**4-17-2018**

---

• The Association has a lien on each Parcel and all its tangible personal property for Assessments and Special Assessments .....	20
♦ <i>Foreclosure of a Lien</i> .....	20
• <i>Assoc may be entitled to rental of the property</i> .....	20
♦ <i>The lien shall secure advances for taxes and payments for mtg, other encumbrances</i> .....	20
♦ <i>Any buyer who takes the parcel also acquires the lien</i> .....	20
• 7.1.1 The Lien is effective from the time of recording .....	20
• 7.1.2 When the bank/mortgagee forecloses .....	21
♦ <i>Not liable for common expenses or assessments</i> .....	21
• 7.1.3 Other persons acquiring an interest after the foreclosure .....	21
• 7.1.4 Association may assign the lien to another entity .....	21
7.2. Liability in Connection with Conveyance .....	21
7.3 No Election of Remedies .....	21
7.4 No Exemption from Liability for Assessments .....	22
<b>ARTICLE 8: COMMON EXPENSES</b> .....	<b>22</b>
8.0 Definition of Common Expenses .....	22
8.1 Taxes. ....	22
8.2 Utility Charges. ....	22
8.3 Insurance .....	22
8.4 Maintenance and Repair of Property [in the common areas]. ....	22
8.5 Management .....	23
8.6 Enforcement of this Declaration .....	23
8.7 Miscellaneous. ....	23
<b>ARTICLE 9: ENFORCEMENT</b> .....	<b>23</b>
9.0 Owner’s Duty to Comply .....	23
9.1 Right to Enforce .....	23
• Failure to pay assessment or commission of a violation means forfeiture of voting rights and membership on any committee .....	23
9.2. Attorneys’ Fees .....	24
• Lot Owner shall be responsible for all costs of enforcement including reasonable attorney’s fees incurred and court costs .....	24
• Association may impose a lien for this .....	24
9.3 No Waiver .....	24
9.4 Remedies Cumulative .....	24
9.5 Fines. ....	25
• The Association may also impose fines .....	25
<b>ARTICLE 10: AMENDMENT</b> .....	<b>25</b>
10.0 Method of Amendment .....	25
10.1 Restrictions on Amendments .....	25
10.2 Scrivener’s Error .....	25
<b>ARTICLE 11: GENERAL PROVISIONS</b> .....	<b>26</b>
11.0 Covenants Running with the Property .....	26
11.1 Binding Effect and Benefits .....	26
11.2 Term of this Declaration .....	26
11.3 Priority of Documents. ....	27
11.4 Partial Invalidity .....	27

**Declarations of Covenants (with Amendments Incorporated)**  
**4-17-2018**

---

<b>11.5 Governing Law.....</b>	<b>27</b>
<b>11.5. Governing Law.....</b>	<b>27</b>
<b>11.6 Waiver.....</b>	<b>27</b>
<b>11.7 Gender, Plurality.....</b>	<b>27</b>
<b>11.8. Captions .....</b>	<b>27</b>

\*\*\*\*\*

**LIST of RELEVANT DOCUMENTS**

1. DECLARATION (Original 1991):  
“DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, May 17, 1991, recorded June 14, 1991 at Official Record Book (ORB) 6857, Pg. 1435
  
2. 1ST AMENDMENT (1991):  
“FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, recorded July 29, 1991 at ORB 6906, Pg. 1204.
  
3. 2nd AMENDMENT (1993):<sup>1</sup>  
“SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, April 17, 1992, recorded 2-23-1993 at ORB 7597, Pg. 1758.
  
4. TERMINATING CERTIFICATE (1995):  
August 14, 1995, recorded August 25, 1995 at 95-272413, ORB 8891, Pg. 1363.
  
5. 3rd AMENDMENT (1997):  
“THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAGO DEL SOL”, May 19, 1997, recorded June 17, 1997 at 97-212476, ORB 9844, Pg. 1273.

---

<sup>1</sup> 2nd Amendment contains the following statement (with emphasis added):

“The amendments contained in this Second Amendment have been conditionally adopted by the Association. The conditions for the continued effectiveness of this Second Amendment include but are not limited to the conditions set forth in 5.1.1 (r elated to the conditions for the Management Company to continue to have control of the use of Lake 1 (East Lake) for Water Skiing purposes). Therefore, notwithstanding the recording of this Second Amendment in the public records of Palm Beach county, Florida, in the event that either the Association or Loxahatchee Lakes, Inc. record a certificate (the “Terminating Certificate”) in the public records of Palm Beach county, Florida, stating that any of the conditions for the continued effectiveness of the Second Amendment have not been met or complied with, then this Second Amendment shall be null and void, except, that (i) any Dwelling or Improvement which has been constructed in accordance with the provisions herein may remain as constructed and in the event of a hurricane or other casualty may be replaced or reconstructed as originally built, and (ii) if the Association has assessed common expenses in accordance with the provisions of 7.0.1 or 7.0.2, as set forth in this Second Amendment even if a Terminating Certificate is recorded as set forth above, there shall be no readjustment or proration of any such common expenses which have been assessed or paid. If the Association or Loxahatchee Lakes, Inc. record a Terminating Certificate then the Original Declaration as amended by the First Amendment (subject to the provisions of (i) and (ii) in the preceding sentence) shall continue to be applicable to the Property.”



6. 4th AMENDMENT (1998):  
“FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LAGO DEL SOL”, June 20, 1998, recorded July 23, 1998 at 998-80183, ORB 10534, Pg. 533.
  
7. 5th AMENDMENT (2000):  
“FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAGO DEL SOL”, December 13, 2000, recorded February 28, 2001 at ORB 12341, Pg. 220.
  
8. 6th AMENDMENT (2008)<sup>2</sup>  
“FOURTH [*sic*, SIXTH] AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR LAGO DEL SOL”, June 25, 2008, recorded July 15, 2008 at ORB 22759, Pg. 1450 and rerecorded August 5, 2008 at ORB 22794, Pg. 915.

---

<sup>2</sup> The document calls itself the “Fourth Amendment.” It is not the fourth amendment, it is the sixth. In its text, the “6th” amendment acknowledges the first three amendments as having changed the original and become part of the Declaration but failed to mention that the 4th and 5th Amendments in 1998 and 2000, respectively, had done the same or that they even existed. Luckily, the changes made by this “6th” amendment did not affect any of the paragraphs or subject areas addressed in the 4th and 5th amendments.

JUN-14-1991 09:23 am 91-168280  
ORB 6857 Pg. 1435

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR LAGO DEL SOL**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 17th day of May 1991, by Loxahatchee Lakes, Inc., a Florida corporation.

WITNESSETH:

WHEREAS, Loxahatchee Lakes, Inc., a Florida corporation, as the owner and developer of the lands described below (the "Property"), has executed this Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Palm Beach County, Florida (the "Declaration");

LOXAHATCHEE LAKES, a residential planned unit development subdivision of Palm Beach County, Florida, according to, the plat thereof recorded in Plat Record Book 68, page 21-22 of the Public Records of Palm Beach County, Florida.

**ARTICLE 1: DEFINITIONS**

1.0 The following terms, as used in this Declaration, shall have the following meanings herein and in all exhibits and amendments hereto:

1.1 "Articles" means the Articles of Incorporation of Lago Del Sol Homeowners Association, Inc., dated May 16, 1991, and filed with the Florida Secretary of State on May 16, 1991. A copy of the Articles is attached hereto as Exhibit A and made a part hereof.

1.2 "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against each Parcel. This definition shall in no way preclude the making and collection of Special Assessments as provided for in this Declaration.

1.3 "Association" means Lago Del Sol Homeowners Association, Inc., a Florida corporation not-for-profit, and its successors and assigns.

1.4 "Board" means the Board of Directors of the Association.

1.5 "By-Laws" means the By-Laws of the Association, a copy of which are attached hereto as Exhibit B and made a part hereof.

1.6 "Common Property" means all portions of the Property, including any Improvements now or hereafter constructed thereon, which are intended for the

common use and enjoyment of the Parcel owners and which are owned by or conveyed to the Association or which are dedicated to the Association on any recorded plat of the Property or which are owned by the Unit Owners collectively as tenants in common and all other property which may at any time be acquired by the Association. The Common Property includes the Roads and the Lakes.

1.7 "Common Expenses" means expenses for which the Parcel Owners are liable to the Association as provided for in this Declaration.

1.8 "Declaration" means this Declaration.

1.8.1<sup>3</sup> "Developer" or "Declaror" shall mean Loxahatchee Lakes, Inc., a Florida [corporation].

1.9<sup>4</sup> "Dwelling" means any residential dwelling unit constructed on a lot or lots.

1.10 "Effective Date" means the date on which this Declaration of Covenants, Conditions and Restrictions is recorded in the Public Records of Palm Beach County, Florida.

1.11 "Improvements" means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located, on the Property.

1.12 "Institutional Mortgagee" means any insurance company, federal, national or state bank or savings and loan association; profit-sharing trust; pension fund; real estate investment trust; Massachusetts business trust authorized to do business in the State of Florida; agency of the United States Government; any other generally recognized institutional lender; and any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration, and Veterans Administration and such other Secondary Mortgage Market Institutions as the Board shall hereafter approve in writing that is the holder, insurer, or guarantor of any recorded first mortgage lien on the Property or any portion thereof, including any Parcel.

1.13 "Lakes" means the two lakes shown on the Survey and designated as "Water Management Tracts No.1 and No.2".

1.14 "Lot" means any tract of land depicted in and designated by a number on the Survey and which is intended as a site for a Dwelling. There is a total of twenty-nine (29) Lots shown on the Survey. Should any Lots which may be combined to form a

---

<sup>3</sup> 1st Amendment (1991): This paragraph was added.

<sup>4</sup> 3rd Amendment (1997).

larger Lot and are therefore considered a single lot for purposes hereof, be thereafter properly subdivided or used or treated as more than one (1) Lot as may be permitted under the Project Documents and applicable law, then such combined Lot shall thereafter be considered as two (2) or more Lots as applicable under the circumstances.

1.15 "Mortgagee of Record" means the holder of any recorded mortgage lien on the Property or any portion thereof, including a Dwelling. This definition includes an Institutional Mortgagee.

1.16 "Parcel" means a Lot and the Dwelling located thereon, if any. As of the date hereof, there are twenty-nine (29) Parcels in the Project.

1.17 "Parcel Owner" or "Owner" means any owner of record fee title to or fee interest in a Parcel.

1.18 "Project" means the single family residential community which has been developed on the Property and which is known as Lago Del Sol.

1.19 "Project Documents" means collectively the Declaration and all Exhibits hereto, including, specifically, the Articles and By-Laws and the Rules and Regulations and all other instruments and documents referred to in the foregoing which have been or shall be executed in connection with the Property.

1.20 "Roads" means the roadway shown on the Survey as Tract S and known as "Lago Del Sol Drive".

1.21 "Rules and Regulations" means the rules, regulations, and resolutions governing the use, occupancy, maintenance, and operation of the Common Property adopted pursuant to this Declaration, as they may from time to time be amended.

1.22 "Special Assessment" means any assessment levied against Parcel Owners by the Association other than Assessments.

1.23 "Transfer Date" shall mean the date that the Developer relinquishes the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the Common Property to the Association. The Transfer Date shall occur 120 days after the Developer has closed the sales of more than 75% of the 29 Lots contemplated by the general plan of the development, or three years after the Developer has closed the sale of the first Lot in Loxahatchee Lakes or after the Developer elects to relinquish its control of the Association, whichever shall first occur.

1.24 "Survey" means the survey of the Property prepared: by Ewing & Shirley, Inc., dated July 31, 1991, a copy of which is sheet 2 of the Plat of Loxahatchee Lakes P.U.D.

**ARTICLE 2: PLAN OF DEVELOPMENT**

2.0 The Project. The Project has been developed on the Property as a luxury single family residential community.

2.1 Submission to Declaration. The Property shall be submitted to every term and condition of this Declaration upon the recording of this Declaration in the Public Records of Palm Beach County, Florida and thereafter shall be so restricted.

**ARTICLE 3: THE ASSOCIATION**

3.0 Membership in the Association. All Parcel Owners shall be members of the Association. Notwithstanding anything to the contrary set forth in this Section 3.0, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership as a Parcel.

3.1 Association's Right to Improve Common Property. The Association shall have the right to make improvements, alterations, or modifications to the Common Property which do not adversely affect or materially interfere with the rights of any Parcel Owner, provided such improvements, alterations, or modifications are first approved by the Board of Directors. The cost thereof shall be assessed as Common Expenses to be collected from all Parcel Owners.

3.2 Subsequent Legislation. The Association is not a condominium association and, therefore, shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the express intent of the governing documents of the Association is that the substantive rights thereunder shall not be retroactively affected by the legislation which may be enacted subsequent to the date of the execution of such governing documents unless the provisions of or a reference to such legislation is specifically included in an amendment to the governing documents and approved in writing by the Association.

**ARTICLE 4: COMMON PROPERTY**

4.0 Title to Common Property. The Roads are located within the boundaries of an Easement over, upon, and across the properties described in Exhibit "D" attached hereto and made a part hereof. Fee simple title to the Lakes is vested in the Association. Notwithstanding the manner in which fee simple title to the Common Property may be held, the Association shall be responsible for the management, maintenance, and operation of the Common Property, and for the payment of all property taxes and other assessments which are liens against the Common Property. The Association, through its Board of Directors, is hereby authorized and empowered to

adopt Rules and Regulations governing the use, occupancy, maintenance, and operation of the Common Property, and such Rules and Regulations may be amended from time to time. Each Parcel Owner, his family, guests, invitees, and lessees shall be subject to the provisions of the Rules and Regulations, as promulgated from time to time.

4.2 Owners' Easements of Enjoyment. Subject to the provisions hereinbelow, the Common Property is hereby declared to be subject to a perpetual, non-exclusive right and easement in favor of each Parcel Owner, his family, guests, invitees, and lessees, for all usual and proper uses and for the furnishings of services and facilities for which the same are reasonably intended. Such right and easement shall be appurtenant to, and shall pass with the title to, each Parcel.

4.3 Extent of Owners' Easements. The rights and easements of enjoyment in and to the Common Property shall subject to the following:

4.3.1 The right of the Association to suspend the enjoyment rights and easements of any Parcel Owner for any period during which an Assessment remains unpaid by that Parcel Owner.

4.3.2 The right of the Association to suspend the enjoyment rights and easements of any Parcel Owner for any period during which such Parcel Owner is in violation of any of the Project Documents.

4.3.3 The right of the Association to maintain the Common Property.

4.3.4 The right of the Association to convey, grant, transfer, or dedicate easements to any governmental or quasi-governmental agency, authority, utility, water management, or water control district.

4.3.5<sup>5</sup> Restrictions contained on any plat, or filed separately, with respect to all or any portion of the Property.

4.4 Continual Maintenance. In the event of a permanent dissolution of the Association, the Parcel Owners shall immediately thereupon hold title to the Common Property as tenants in common and shall collectively provide for the continued maintenance and upkeep thereof.

## **ARTICLE 5: USE RESTRICTIONS AND LAND USE COVENANTS**

Because of certain unique features of the development of the Property and the continuing necessity to preserve the plan of development, the Parcel Owners hereby set forth restrictions as to the use of the Property, which covenants shall be deemed "to run with the land". The Parcel Owners hereby declare the Property to be committed to the following covenants and restrictions:

---

<sup>5</sup> 1st Amendment (1991).

5.0.1<sup>6</sup> Single Family Residence. Each parcel shall be occupied and used by the owner, his immediate family, guests, invitees, and lessees, as a single family, private residence and for no other purpose. Parcels shall not be divided for purposes of improvement. No separate part of a parcel may be rented. No trade, business, profession or other type of commercial activity may be conducted on any parcel or on any common property. A dwelling may be constructed on a portion of two (2) or more adjoining parcels. No more than one (1) dwelling may be constructed on anyone parcel.

5.0.2 Pets. A Parcel Owner shall be allowed to keep or harbor in his Dwelling as pets, dogs, cats, tropical fish, birds, and other common household pets, subject to the following provisions. In no event shall horses, ponies, pigs, chickens, ducks, livestock, poultry, or cattle be considered common household pets for purposes hereof. Such pets shall not be kept for breeding or for any commercial purposes whatsoever. Dogs must be leashed whenever outside the boundaries of their owner's Parcel. Any Parcel Owner having a dog or cat shall also abide by the Rules and Regulations promulgated by the Board regarding animals, livestock, or poultry on the Property. No animal shall be allowed to create or cause any disturbance or nuisance of any kind. If an animal or pet does cause or create a nuisance or an unreasonable disturbance, the animal or pet shall be permanently removed from the Property within three (3) days from the day the owner receives written notice of such effect from the Board of Directors. The owner of any pet or animal shall be liable for all damage caused by such pet or animal. Violation of this paragraph or of any of said Rules and Regulations may result in the termination of the Parcel Owner's right to keep such dog, cat, or other household pet.

5.0.3 No Immoral or Improper Use. No immoral, improper, offensive, or unlawful use shall be made of the Property. No use or practice shall be allowed on the Property which is either an annoyance to Parcel Owners or an interference with the peaceful possession and property use of the Property by the Parcel Owners, as determined from time to time by the Association. No nuisance shall be allowed upon the Property.

5.0.4 No Use Which Increases Insurance. No Parcel Owner shall permit any use of his Parcel or make any use of the Common Property that will increase the cost of insurance upon the Common Property.

5.0.5 Compliance with Law. All valid laws, zoning ordinances, and regulation of all governmental bodies having or asserting jurisdiction and all Rules and Regulations of the Association shall be observed. The responsibility of

---

<sup>6</sup> 3rd Amendment (1997). Previously, the 2nd Amendment had replaced this paragraph. Because the 1995 Terminating Certificate rendered the 2nd Amendment null and void, the paragraph reverted to its former language. It is now amended by the 3rd Amendment.

meeting the foregoing requirements shall be borne by the party responsible for the maintenance and repair of the property concerned.

5.0.6 Use of Recreational Facilities. The use of any recreational facility or any other portion of the Property shall be totally at the risk of those individuals using such facilities and not at the risk of the Association. The Association shall not be liable for the negligence of any party in connection with the use of the Common Property or any other portion of the Property.

5.0.7<sup>7</sup> Exterior Areas. No Parcel Owner shall cause anything to be affixed, attached to, hung, displayed, or placed on the exterior walls (excluding normal and customary awnings or storm or hurricane shutters), doors or windows of his Dwelling, nor shall be placed any furniture or equipment outside the Improvements on his Lot, without the prior written consent of the Board, except that the consent of the Board shall not be required with respect to the use of lawn furniture in the backyard of a Lot. No radical change shall be made in the color or any previously approved exterior window, door, glass, storm, or hurricane shutter or screen of a Dwelling, except with the prior written joint consent of the Board of Directors and Architectural Review Committee.

5.0.8 Noise. No noise shall be permitted to be transmitted from one Parcel to another. In the event the Board of Directors determines that any noise is unreasonable (regardless of where that Parcel is situated in relation to the offending Parcel), then the Owner of such Parcel shall, at his own expense, take such steps as necessary to abate such noise to the satisfaction of the Board of Directors. In the event the Owner of such Parcel fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate the noise and the Parcel Owner shall be liable to the Association for all expenses incurred in abating the noise, including reasonable attorneys' fees.

5.0.9 No Signs. No signs, advertisements, or notices of any type shall be displayed on, placed on, or affixed to any part of the Property, including any Dwelling, except with the prior written consent of the Board of Directors. Notwithstanding the foregoing, one (1) sign of not more than (6) square feet in gross area advertising the Property for sale may be temporarily placed on any Parcel. Further, notwithstanding the foregoing, one (1) sign of not more than six (6) square feet in gross area listing the name, address and logo, if any, of a general contractor, construction lender or architect involved in the construction of new improvements consisting of a single family residence on a Property may be placed on any Parcel during actual construction and shall be promptly removed within thirty (30) days after the issuance of the final certificate of occupancy of said improvements.

---

<sup>7</sup> 1st Amendment (1991).



5.0.10 Parking. No recreational vehicles, motor homes, habitable motor vehicles of any kind, campers or trailers of every other description, trucks, commercial vehicles, or other motor vehicles, whether of recreational, personal, or other nature, except four-wheel passenger automobiles, non-commercial vans and mini-vans, station wagons, and pick-up trucks, shall be kept, placed, parked, or stored upon any portion of the Property, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any portion of the Property, except in a closed garage or other area which is totally screened from view from the Roads and adjacent Parcels by fences, walls, or appropriate shrubbery. Commercial vehicles shall include, but not be limited to, all vehicles which bear signs or have painted on the exterior thereof any reference to any commercial undertaking or enterprise. Notwithstanding the foregoing, service and delivery vehicles may park on the Property during regular business hours, solely as needed for providing services or deliveries to a Dwelling. No vehicle of any kind shall be parked overnight on any of the Roads or on the grassed area of any Lot or the Common Property. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. The Association shall have the right to authorize the towing of any vehicles which are parked in violation of this provision, and to collect from the offending Owner the costs thereof, as a Special Assessment against such Owner.

5.0.11<sup>8</sup> Temporary Structures. No structure or object of a temporary character such as but not limited to mobile homes, house trailers, tents, shacks, sheds or temporary or accessory buildings or structures, shall be erected kept or maintained on the property, or any part thereof. All construction shall be completed within one year of the pouring of the concrete slab or footer.

5.0.12. Antennae. No radio or other electronic antennae, aerial, or other reception or transmission device, except for normal and customary television antennae, may be erected or maintained anywhere on the Property, unless installed by the Association. No satellite receiving dish or other similar equipment may be installed on any Parcel unless it is screened from view from the Roads and adjacent Parcels by fences, walls, or appropriate shrubbery.

5.0.13 Subdivision of Lots. No Lot may [be] subdivided or partitioned. A lot shall be the site of one single family residence only.

5.0.14. Laundry. No portion of the Property shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from the Roads or from adjacent Parcels.

---

<sup>8</sup> 4th Amendment (1998).

5.0.15<sup>9</sup> Storms. Dwellings may be boarded up only when there is an imminent threat of a storm or hurricane. In no event shall any Dwelling be boarded up for any period after the imminent threat of a storm has passed.

5.0.16. Garages. All, garages shall be constructed for a minimum of two automobiles. No garage shall be permanently enclosed or converted without the prior written approval of the Association. The doors of all garages shall be kept in a useful operating condition and shall be closed, except as needed for ingress and egress. All garages must be attached to the Dwelling within minimum of a roof. No carports shall be constructed or maintained on any Lot. Garages shall be used primarily for storage of vehicles. No ventilation grills or other openings of any kind shall be made in any garage door.

5.0.17<sup>10</sup> Architectural Control. No improvements, including but not limited to any fence, patio, deck, terrace, swimming pool, sheds or screened enclosure shall be erected, constructed or removed nor shall any addition to or any change, replacement or alteration thereof be made without the prior written approval of the Board of Directors. The Board is hereby authorized and empowered, but is not required, to create written standards, criteria and specifications governing the procedure for application for and granting or approval of any proposed improvements. Approval is granted only if in harmony with scheme of the project. No Improvements shall be approved which are not in harmony with the external design and architectural scheme of the Project. Fences may be no greater than six (6) feet in height and may only be constructed in the backyard of a Lot and shall be located at least twenty-five (25) feet from the edge of the pavement of any Road abutting the Parcel on which such fence is located. No chain link fence is permitted. Patios, decks, terraces, sheds or similar improvements may only be constructed in the back yard of a lot. The Board may, but is not required to, appoint an Architectural Review Board and delegate to such Architectural Review Board powers and authority with respect to all matters involving architectural control set forth in the Declaration or otherwise. A majority of the Board or the Architectural Review Board, if appointed, may designate a representative and may employ personnel and consultants to act for it. The Board or Architectural Review Board, if appointed, shall have the right to disapprove any plans with specifications which are not suitable or desirable, in its sole discretion, for aesthetic or other reasons. The location and design of free-standing and unattached cabanas, gazebos and sheds must have prior written joint approval from the Board of Directors and from the Architectural Review Board.

---

<sup>9</sup> The 2nd Amendment (1993) had eliminated this paragraph. Because the 1995 Terminating Certificate rendered the 2nd Amendment null and void, the former paragraph was reinstated.

<sup>10</sup> 4th Amendment (1998).

5.0.18<sup>11</sup> Architectural Standards. No improvements, including dwellings, shall be more than two (2) stories or exceed thirty-five (35) feet in height as measured to midpoint of highest roof slope. No dwelling shall be located less than 55 feet from the middle point of the front Lot line. No dwelling shall be located less than thirty-five (15) feet from any sideline of any Lot except as to Lots 1, 14, 15 and 16. No dwelling shall be located less than twenty-five (25) feet from any sideline of said Lots. No dwelling shall be located less than forty (40) feet from the rear Lot line. The minimum square foot area under air of all one-story dwellings shall be not less than two thousand (2,000) square feet; the minimum square foot area under air of all two-story dwellings shall be not less than two thousand (2,000) square feet on the main floor. For purposes hereof, in computing square footage, credit shall not be given for garages, porches, patios, terraces, sheds or other similar areas. No dwelling shall occupy more than thirty-five percent (35%) of the owner's lot without the prior written approval of the Board. Each dwelling shall contain a garage large enough to contain at least two (2) automobiles. The main roof pitch shall not be less than 4.5 to 12.0. No main roof shall be a flat roof. Flat roofs shall only be in the rear of the dwelling and shall not exceed ten percent (10%) of the total roof area of the dwelling, (excluding from the ten percent (10%) computation the proposed flat roof area). The only materials which may be used as roof coverings on approved dwellings, gazebos and cabana buildings within the development shall be concrete tile, clay tile or standing, rolled, seam metal panels (26 gauge or heavier). All utilities shall be constructed underground.

Storage sheds will be allowed subject to the following restrictions: the maximum square footage of the shed shall not exceed two hundred (200) square feet. The front of the shed shall not be facing towards the direction of the nearest road. The shed will be landscaped on three (3) sides. Within one (1) year after installation of the shed, the landscaping must exceed fifty percent (50%) of the height of the shed on all three of the landscaped sides. Any proposed construction and placement of the shed must be pre-approved in writing by the Board of Directors or the Architectural Review Board.

[5.0.19 is deleted]<sup>12</sup>

---

<sup>11</sup> 4th Amendment (1998).

<sup>12</sup> 3rd Amendment (1997) stated, "5.0.20(A) (Referred to as 5.0.19 on First Amendment). TIME LIMITS TO CONSTRUCT HOUSE ON LOT. Paragraph 5.020 (A) of the Declaration and Paragraph 5.0.19 of the First Amendment are hereby deleted. There shall no longer be any time limit as to when a dwelling must be constructed or when a building permit must be applied for." N.B., One matter corrected by the 1st Amendment was the misnumbering in the original document which occurred because there was no 5.0.19. The 1st Amendment renumbered 5.0.19 through 5.0.34.

5.0.20<sup>13</sup> Trees, Soil and Grass. No trees which exceed three (3) inches in diameter or exceed three (3) feet in height shall be removed or cut nor shall surface soil be dug or removed from any Lot on which a Dwelling has been constructed without the prior written consent of the Board. Whenever a Dwelling is being constructed on a Lot, all Melaleuca, Brazilian Pepper, and Australian Pine trees located on such Lot shall be removed by the Owner thereof and replaced with native Florida trees, shrubs, plants, and other landscaping material. When a Dwelling is constructed on a Lot, the Lot shall be sodded. No owner shall permit the growth of noxious weeds upon his Lot, so as to become a nuisance. No Melaleuca, Brazilian Pepper, and Australian Pine trees shall be planted or permitted to grow on any Lot.

5.0.21<sup>14</sup> Driveways. All driveways shall be constructed of concrete materials or other materials approved in writing by the Board. No circular drives, parking areas, or oversized driveways may be constructed or maintained without the prior written joint approval of the Board of Directors and the Architectural Review Board.

5.0.22<sup>15</sup> Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon any portion of the Property not covered by a roof without the prior written approval of the Board.

5.0.23<sup>16</sup> Lawn Sprinkling System. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas of the Lot must be installed and maintained in good working order on all Parcels containing Dwellings by the respective Owners thereof.

5.0.24<sup>17</sup> Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, or any fire hazard allowed to exist thereon. All Lots shall be regularly mowed and edged and kept free of debris and vegetation (including weeds, underbrush and unsightly growths) up to the curb of the Road abutting the Lot. In the event an Owner fails to maintain his Lot as aforesaid, for a period of at least thirty (30) days, the Association shall have the right, exercisable in its discretion, to mow, burn, clear, trim or prune any weeds, grass, underbrush, trees, shrubs, bushes or

---

<sup>13</sup> 1st Amendment (1991).

<sup>14</sup> The 2nd Amendment (1993) had replaced this paragraph. Because the Terminating Certificate on August 25, 1995 rendered the 2nd Amendment null and void, the paragraph reverted to its former language, which was from the 1st Amendment (1991).

<sup>15</sup> 1st Amendment (1991).

<sup>16</sup> 1st Amendment (1991).

<sup>17</sup> 1st Amendment (1991).

unsightly debris and growths from any Lot deemed by the Association to be a health menace, fire hazard, or a detraction from the aesthetic appearance of the Property, provided however that at least fifteen (15) days' prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then and in that event, the cost of such work, together with interest thereon at the rate of eighteen percent (18%) per annum, shall be charged to the Owner and shall become a lien on the subject Property, which lien shall be effective, having priority and be enforced pursuant to the procedures set forth in Article 7 of this Declaration.

5.0.25<sup>18</sup> Refuse Containers, Storage, Tanks and Equipment. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in area so that are not visible from the Roads or from adjacent Parcels. All oil tanks or bottle gas tanks must be kept underground or screened from view from the Roads and from adjacent Parcels by fences, walls or appropriate shrubbery. Trash, refuse or waste materials shall not be burned on any Lot. All water filtration machinery, apparatus, equipment, water softeners, water pumps, pool pumps, filters, machinery, apparatus and equipment, and all other machinery, apparatus and equipment of any type or nature must be screened from view from the Roads and from adjacent Parcels by fences, walls or appropriate shrubbery.

5.0.26<sup>19</sup> Air Conditioners. All window or wall air conditioning units are prohibited. All air conditioner compressors shall be screened from view from the roads and from adjacent Parcels and shall be surrounded and insulated by a fence, wall, or appropriate shrubbery to minimize the transmittal of noise.

5.0.27<sup>20</sup> Newspapers. No newspaper box may be installed or maintained on a Parcel. All newspapers delivered to a Parcel shall [be] brought inside daily and shall not be permitted to accumulate on any Parcel.

5.0.28<sup>21</sup> Elevation. The first-floor elevation of all Dwellings shall comply with the one hundred (100) year flood criteria established by the South Florida Water Management District. No change in the elevation of any Lot shall be made, nor shall any fill be used to extend the property beyond the Lot line, without the prior written consent of the Board. Further, no Lot abutting water shall be

---

<sup>18</sup> 1st Amendment (1991).

<sup>19</sup> 1st Amendment (1991).

<sup>20</sup> 1st Amendment (1991).

<sup>21</sup> 1st Amendment (1991).

increased in size by filling in the water it abuts, without the prior written consent of the Board.

5.0.29<sup>22</sup> Additions and Improvements. All additions to or improvements of Dwellings must conform in architectural style, type and quality of materials used with the Dwelling originally constructed on the Lot; further, all addition. and improvements must be approved, in advance, by the Board as set forth in Section 5.0.18 hereof.

5.0.31 [sic, should be "5.0.30"]<sup>23</sup> Boathouses and Docks. Any parcel owner of Lot Numbers 1 through 15 may construct one (1) boat dock per parcel provided that the boat dock is no more than six (6) feet wide and does not extend into the East Lake by more than twenty (20) feet from the water's edge. All such boat docks must be reviewed and approved by the Association Architectural Review Committee and Ski Committee (referred to in Paragraph 5.1.1, as amended), prior to construction and after completion to insure conformance with the approved design documents. No Boathouses are permitted on East Lake (Lake 1) unless approved in writing by the Ski Committee referred to in 5.1.1 and the Site Plan and Architectural Drawings shall be subject to the approval of the Architectural Review Board (or the Board of Directors if no Architectural Review Board has been appointed).No Boathouses are permitted on West Lake (Lake 2).

5.0.31<sup>24</sup> Colors. All colors, materials, and finishes on all exterior areas of Dwellings must be coordinated to achieve design consistency and must be approved in writing, in advance, by the Board. All external areas of the Dwelling which are stained or painted must be restained or repainted at sufficient intervals to preserve the aesthetic beauty of the Property.

5.0.32<sup>25</sup> Solar Heating. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar seating and Domestic Hot Water Systems, and be approved by the Board. The location and size of all solar heating apparatus and equipment must also be approved by the Board. No solar panels, vents, or any other roof mounted, mechanical equipment shall project more than one and one-half (1.5) feet above the surface of the roof of [the] Dwelling, further, all such equipment shall be painted consistent with the color scheme of the roof of the Dwelling.

---

<sup>22</sup> 4th Amendment (1998).

<sup>23</sup> 3rd Amendment (1997). Note the confusion about the numbering of the paragrah. It claims to be 5.0.31 and also claims the paragraph is "Referred to as 5.0.30 on Second Amendment."

<sup>24</sup> 1st Amendment (1991).

<sup>25</sup> 1st Amendment (1991).



5.0.33<sup>26</sup> Landscaping. The landscape plans for each Owner's Parcel must be submitted to and approved by the Board prior to the commencement of any landscaping. Sodding or landscaping or a combination thereof is required for all front, rear, and side yards. In lieu thereof, xeriscaping may be permitted in the discretion of the Board. The area, if any, between an Owner's rear property line and the water's edge of any Lake or other water body within or abutting the Property shall be landscaped or sodded, or both, and maintained by the Owner of the Parcel. The Owner shall be required to landscape his Lot in accordance with the landscaping criteria established by the Board, as amended from time to time. The aforesaid landscaping shall be completed by the Owner within two (2) months of the date of issuance of the Certificate of Occupancy for the Dwelling.

5.0.34<sup>27</sup> Swimming Pools and Tennis Courts. The setback limitations set forth in Section 5.0.19 hereof shall specifically apply to swimming pools, screen enclosures of swimming pools, and tennis courts. No swimming pool shall project with the coping more than one (1) foot above the established grade. The location and construction of all swimming pools and tennis courts must be approved in writing, in advance, by the Board. Any lighting of a pool or tennis court shall be designed to buffer the surrounding Parcels from such lighting.

5.1 Permitted Boat Usage of Lakes. The Water Management Tract No. 1 (hereafter referred to as ("East Lake" or "Lake 1") and Tract No. 2 ("West Lake" or "Lake 2")), shall be available for use by owners and their guests in the owners' presence as follows:

5.1.1. East Lake (Lake 1).<sup>28</sup> The parcel owners of Lots 1 through 15 shall have the right to use East Lake to the exclusion of other lot owners in the Project for traditional 3-event water skiing and ski-boarding and knee-boarding (hereinafter "Water Skiing"). Any changes in the usage of East Lake requires the unanimous consent of all fifteen (15) East Lake lot owners. The use of East Lake by the Parcel Owners of Lots 1 through 15 for Water Skiing shall be in accordance with the written guidelines, policies and regulations for the management of East Lake in effect from time to time. The use of East Lake for Water Skiing, subject to the other provisions herein contained, shall be controlled by a Ski Committee to oversee the scheduling, operations and maintenance of the lake's Water Ski activities. This Committee shall initially be composed of three (3) parcel owner members and shall report to the Association Board of Directors. Members of the Ski Committee shall be elected by the Parcel Owners

---

<sup>26</sup> 1st Amendment (1991).

<sup>27</sup> 1st Amendment (1991).

<sup>28</sup> 3rd Amendment (1997).

of Lot 1 through 15. East Lake Ski Club Corporation, a Florida not for profit corporation, has been organized to aid and assist in the scheduling, operations and maintenance of the lake as specifically related to Water Ski activities. As with the Ski Committee, all functions of East Lake Ski Club Corporation shall be under the auspices of the Association's Board of Directors, including the election and/or appointment of officers and directors and the levying and collection of any membership fees for membership and classes of membership that may be created for types for types of uses such as jump and slalom users, slalom users only, etc.

Control of the use of East Lake by the Ski Committee and East Lake Ski Club Corporation is intended to provide the most efficient and effective use of the lake for Water Skiing for the Parcel Owners of Lots 1 through 15, their immediate family, guests, invitees and lessees. Except for private boats owned by East Lake Lot Owners, no private boats will be permitted on the lake except: by written agreement from the Ski Committee. Boats permitted on East Lake, when not in use on the lake shall be stored or kept on Parcel 1 through 15, unless the Parcel Owner has an approved boathouse or dock and has a lift by which the boat is stored or kept out of the water in the boathouse or in the water immediately adjacent to the dock. Boats that are stored or kept on Parcels 1 through 15 shall be placed in East Lake only by approved boat lifts or ramps located on a Parcel Owner's lot. Boats that are stored or kept on Parcels 1 through 15 unless on an approved boat lift (whether on the Parcel Owner's lot or in a boathouse or adjacent to a dock) shall be stored or kept in a closed garage or other area which is totally screened from view from the Roads and adjacent Parcels by fences, walls, appropriate shrubbery, trees and other landscaping. No commercial skiing or ski school shall be permitted.

All Parcel Owners who operate boats on East Lake shall obtain and maintain current liability insurance during all periods of use and/or unprotected storage within the development. Such insurance shall include the Association as an additional insured, and a copy of the insurance policy shall be delivered to the Association prior to the time any boat enters the development or the East Lake. Parcel Owners who keep their boats in a locked storage garage and which are not used on the lake shall not be required to obtain liability insurance. Once the Parcel Owner removes his boat from the locked storage garage, liability insurance must be obtained.

The Ski Committee and East Lake Ski Club Corporation shall establish a hierarchy and priority of use for all activities on the Lake, as follows:

(a) First Priority: Owners of Parcels (a) on the East Lake and their immediate family members (immediate family members shall be restricted to children and grandchildren of the Parcel Owners). All other users of East Lake shall be subordinate to this group.

(b) Second Priority: All other family members, friends, guests, and invitees of the Parcel Owners on the East Lake and Lessees of the Parcels of



the East Lake and their immediate family members of a Lessee shall be restricted to children and grandchildren of Lessee. Lessees as described in this Paragraph are limited to individuals rather than corporations and other non-individual entities. Guests of Lessees shall not be permitted to use the East Lake.

5.1.2<sup>29</sup> "West Lake" (Lake 2). West Lake shall be used solely for pleasure boating or fishing in a boat or other water craft powered solely by an electrically powered motor or engine.

5.1.3 No usage of either East Lake (Lake 1) or West Lake (Lake 2) shall in any way harm or alter the littoral easement referred to on the P.U.D, plat as Tract Z-1 or Tract Z-2. Any such harmful or altering use shall be immediately halted upon written notice to the offending user from any officer or director of the Association.

5.1.4<sup>30</sup> Leasing. No Unit owner may dispose of a Unit or any interest therein by lease without approval of the Association. If the purchaser or lessee is a corporation, approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. Approval of the Association shall be obtained as follows:

(i). Leasing of Units.

(a) Definition. "Leasing" for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including but not limited to a fee, service, gratuity, or emolument.

(b) Notice/Information Required. Any Unit owner intending to make a bona fide lease of his Unit shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.

---

<sup>29</sup> The 2nd Amendment (1993) had replaced this paragraph. Because the Terminating Certificate on August 25, 1995 rendered the 2nd Amendment null and void, the paragraph reverted to its former language.

<sup>30</sup> 6th Amendment (2008). The numbering of this paragraph makes no sense. Paragraph 5.1 has to do with Boat usage. This should be 5.2

(ii) Leasing Provisions

(a) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of Directors. No unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. Any renewals of a lease for the same tenant(s) will be subject to re-application with the Board. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations. Additionally, lessees are restricted as follows:

(1) Lessees shall comply with all Rules and Regulations

(2) The Association shall from time to time determine the amount of a uniform deposit not to exceed one thousand dollars (\$1,000.00). The Association may in its discretion use the deposit to: reimburse the Association for damages or injuries suffered by the Association if a lessee or lessee's guests or invitees damage Association Common Areas, damage Association property, or violate Association use restrictions; and for any delinquent monetary obligation owed by the Owner or lessee to the Association, including but not limited to any assessment or fine. The Association shall only be accountable to the Unit Owner for the deposit. The Association shall not be responsible to the lessee for the deposit.

(3) Compliance with Declaration, By-Laws, and Rules and Regulations. Prior to approval of any prospective lease, every prospective Lessee shall be required to apply for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Associations' governing documents including its Rules and Regulations with prospective lessees, and to have said prospective lessees execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

(4) Owners and Lessees Responsibilities. Each Owner shall cause all occupants of his or her unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be

responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This section shall also apply to subleases of units and assignments of leases. Failure by the lessee to comply with the terms and provisions of this Declaration and of the Lease Agreement shall constitute default and breach of the lease contract. The Association shall have the right as agent of the Unit Owner to initiate eviction proceedings or other action against lessees if that breach of contract results from violation on the part of the lessee or lessor of the terms of this Declaration and the Rules and regulations of the Association.

(5) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval and may proceed with the remedies provided in Section 5.1.3(ii)(7).<sup>31</sup>

(6) Time for Approval/Disapproval. Within fifteen (15) days after such written notice and information and receipt of the required one-hundred-dollar (\$100.00) application fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.

(7) Failure of Owner to Comply with These Requirements. With respect to any tenant or any person present in any Unit or any portion of the subject property, other than an Owner and the members of his immediate family permanently residing with him in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, or the By-Laws, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Subject Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such person shall be required to immediately leave the Subject Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of

---

<sup>31</sup> There is no such section, 5.1.3(ii)(7) in the Declarations or the By-Laws. It probably meant to refer to 5.1.4(ii)(a)(7) in the Declarations.

any such action, including attorney's fee, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

### **ARTICLE 6: EASEMENTS**

6.0 Easements for Unintentional and Non-Negligent Encroachment. If any Improvement shall encroach upon any Common Property or another Lot for any reason not caused by the purposeful or negligent act of the Parcel Owner or the agents or such Parcel Owner, then an easement appurtenant to such Dwelling shall exist for the continuance of such encroachment into the Common Property or other Lot for so long as such encroachment shall naturally exist. If any portion of the Common Property shall encroach upon any Lot, then an easement shall exist for the continuance of such encroachment of the Common property into any Lot for so long as such encroachment shall naturally exist.

6.1 Ingress and Egress. A non-exclusive easement in favor of each Parcel Owner, his immediate family, guest, invitees, and lessees, shall exist (i) for pedestrian traffic over, though and across sidewalks, streets, paths, walks, and other portions of the Common Property as may from time to time be intended and designated for such purpose and use and (ii) for vehicular and pedestrian traffic over, though and across such portions of the Common Property as may from time to time be paved and intended and designated for such purpose and use.

### **ARTICLE 7: COMMON EXPENSES, APPORTIONMENT AND COLLECTION**

7.0<sup>32</sup> Assessment and Apportionment. Common Expenses shall be paid to the Association for Assessments levied from time to time against the Parcel Owners in accordance with the provisions of the By-Laws. Common Expenses shall be apportioned by the Association amongst all Parcel Owners, for each lot owned as shown on the Plat of Loxahatchee Lakes, whether or not there has been a commingling. With respect to each fiscal year of the Association, the total number of shares for the Property shall be calculated in accordance with the foregoing provisions. Each Parcel Owner shall be responsible for a share of the Common Expenses equal to a fraction, the numerator of which shall be the number of Parcel's owned and the denominator of which shall be 29. Any two or more lots of the 29 lots shown on the Plat of Loxahatchee Lakes as recorded in Plat Book 68, page 21 of the Public Records of Palm Beach County, Florida, either heretofore or hereafter combined to form a larger Lot, shall be considered as two or more shares.

---

<sup>32</sup> 5th Amendment (2000).

[N.B. former 7.0.1 and 7.0.2 eliminated]<sup>33</sup>

7.1 Lien. The Association is hereby granted a lien upon each Parcel and all tangible personal property located thereon for all Assessments and Special Assessments now or hereafter levied against the Owner of such Parcel, together with interest and late charges which may be due thereon and costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association incident to tile collection of Assessments and Special Assessments or the enforcement of this lien. The Lien granted to the Association may be foreclosed in the Circuit Court in Palm Beach County, Florida, and, in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the Parcel Owner from the date on which the payment of an Assessment or installment thereof became delinquent and shall be entitled to the appointment of a receiver to collect the rent for said Parcel, without notice to the Parcel Owner. The rental required to be paid shall be equal to the rental charged on comparable types of Parcels, as determined by the Association in its sole discretion. The lien granted to the Association shall further secure such advances for taxes and payments because of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of eighteen percent (18%) per annum on any such advances made for such purpose. Any person who shall acquire, by whatever means, any interest in the ownership of any parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Parcel express subject to such lien of the Association, upon its recording hereinafter provided.

7.1.1<sup>34</sup> The lien herein granted to the Association shall be effective from and after the time of recording by the Association of a claim of lien in the Public Records of Palm Beach County, Florida, stating the description of the Parcel encumbered thereby, the name of the record Owner, the amount due and the date due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such claims of lien shall include only Assessments which are due and payable when the claim of lien is recorded, plus interest, late charges, costs, attorneys' fees, and advances to pay taxes, prior encumbrances, and other proper charges together with interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The claim of lien filed by the

---

<sup>33</sup> Terminating Certificate (1995): The 2nd Amendment had added these two paragraphs. Because the Terminating Certificate rendered the 2nd Amendment null and void, the paragraphs were eliminated.

<sup>34</sup> 1st Amendment (1991).

Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the Association's claim of lien.

7.1.2<sup>35</sup> Where an Institutional Mortgagee obtains title to a Parcel as a result of foreclosure of its mortgage or where an Institutional Mortgagee or its designee accepts a deed to a Parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Parcel or chargeable to the former Parcel Owner which became due prior to acquisition of the title unless such delinquent Common Expenses or Assessments were secured by a claim of lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Such unpaid share of the Common Expenses or Assessments shall be Common Expenses collectible from all Parcel Owners, including such acquirer, its successors and assigns. Nothing herein contained shall be construed as releasing the party liable for such delinquent Common Expenses and Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

7.1.3 Any person who acquires an interest in a Parcel, except an Institutional Mortgagee as specifically provided in Paragraph 7.1.2 hereof, including but not limited to persons acquiring title by law or at judicial sale, shall not be entitled to the use or occupancy of the Parcel or the enjoyment of the Common Property until such time as all unpaid Common Expenses and Assessments due and owing by the former Parcel Owner have been paid in full.

7.1.4 The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Common Expenses, Assessments and Special Assessments to any Parcel Owner or group of Parcel Owners or to any third party.

7.2. Liability in Connection with Conveyance. In connection with any voluntary conveyance of a Parcel, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments and Special Assessments against the Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor.

7.3 No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure or otherwise, nor shall proceeding by foreclosure to attempt to affect such collection be deemed to be an election precluding the institution of any suit at law or otherwise to attempt to effect collection of any sum then remaining due to the Association.

---

<sup>35</sup> 1st Amendment (1991).

7.4 No Exemption from Liability for Assessments. No Parcel Owner may be exempt himself from liability for any Assessments levied against him or his Parcel by waiver of the use or enjoyment of the Common Property or by abandonment of the Parcel or in any other manner.

### **ARTICLE 8: COMMON EXPENSES**

8.0<sup>36</sup> Definition of Common Expenses. The expenses and items described in this Article are hereby declared to be Common Expenses which the Parcel Owners are obligated to pay, and the Association is obligated to collect as provided in Article 7 hereof.

8.1 Taxes. All taxes levied or assessed from time to time against the Common Property, or any personal property which is now or hereafter placed thereon or otherwise owned by the Association, by and all taxing authorities shall be Common Expenses, including all taxes, charges, assessments, impositions, liens for public improvements, special charges and assessments, and all interest, penalties, and other charges which may accrue thereon. In the event any of said taxes or assessments are properly payable in installments, then the Association shall have the right to pay the same as such installments come due.

8.2<sup>37</sup> Utility Charges. All charges levied for utilities used in connection with the Common Property, whether they are supplied by a public or private firm, shall be Common Expenses and the Association shall pay them monthly or as they otherwise come due. It is contemplated that this may include charges for gas, electricity, telephone, water, sewer, waste removal and all other types of utility service.

8.3 Insurance. All premiums, fees, or other expenses with respect to insurance in connection with the Association and the Common Property shall be Common Expenses.

8.4<sup>38</sup> Maintenance and Repair of Property. The Association shall, at its own cost and expense, keep and maintain any buildings, deck areas, walkways, fixtures and other Improvements or items which may at any time and from time to time be situated on the Common Property, including but not limited to all roadways and all appurtenances thereunto belonging or appertaining, including fences, sidewalks and

---

<sup>36</sup> 1st Amendment (1991).

<sup>37</sup> 1st Amendment (1991).

<sup>38</sup> The 2nd Amendment (1993) had replaced this paragraph, but because the Terminating Certificate (1995) rendered the 2nd Amendment null and void, the paragraph reverted to its former language, which was from the 1st Amendment.



steps, in good and substantial repair and in a clean and sanitary condition. All costs and expenses incurred by the Association in the performance of the duties imposed by this Paragraph 8.4 shall be Common Expenses.

8.5 Management. The Association is hereby authorized and empowered to hire such employees or agents, including professional management agents or companies, and purchase such equipment, supplies and materials as may be needed to provide for the management, operation, supervision and maintenance of the Common Property. Such sums as may be necessary to pay for such labor, equipment, materials, and the salaries and expenses of such employees or agents shall be Common Expenses.

8.6<sup>39</sup> Enforcement of this Declaration. In accordance with Paragraph 9.1 hereof, the Association shall have the right to enforce all covenants, restrictions, and other terms contained in or imposed by the project Documents. The Common Expenses shall include all fees, costs and expenses incurred by the Association in connections with its enforcement rights.

8.7 Miscellaneous. Any and all other costs and expenses of any type or nature which may be specifically designated under any of the Project Documents as Common Expenses, such as but not limited to expenses in connection with the improvement of the Common Property (as set forth in Paragraph 3.1 hereof) or which may be reasonably inferable from and incurred in connection with any right, duty, or obligation of the Association as set forth in the Project Documents, shall be Common Expenses.

## **ARTICLE 9: ENFORCEMENT**

9.0 Duty to Comply. Each Parcel Owner shall be governed by and shall comply with the provisions of the Project Documents. A violation of or attempt to violate any provision of the Project Documents by any Parcel Owner shall entitle the parties described in Paragraph 9.1 below to all of the rights and remedies provided under any of the Project Documents or by law, including but not limited to institution of any proceeding at law or in equity against the offending Parcel Owner to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to enforce any lien created by this Declaration, or to collect any sums otherwise owed hereunder.

9.1 Right to Enforce<sup>40</sup>. The provisions of the Project Documents may be enforced by the following parties in the following priority: (1) the Association; (2) the Owners of at least fifteen (15) Parcels, provided they first give thirty (30) days written notice to the

---

<sup>39</sup> 1st Amendment (1991).

<sup>40</sup> 3rd Amendment (1997)



Association that they intend to initiate enforcement upon the expiration of such thirty day period and if during such thirty (30) day period, the Association does not either (i) initiate enforcement procedures or (ii) make a determination that enforcement procedures shall not in such incidents be instituted, then the Parcel Owners may initiate such enforcement procedures. Any single Parcel Owner may file a grievance with the Board of Directors of the Association requesting that any provision of the Project Documents be enforced. A party not initiating enforcement procedure shall incur no liability whatsoever for such non-enforcement.

Any Parcel Owner who fails to pay an assessment and is in default for non-payment of the assessment for at least sixty (60) days from the date the assessment was due, or who is in violation of any condition and/or article of the Declaration of Covenants, Conditions, and Restrictions for Lago Del Sol, the By-Laws of Lago Del Sol Homeowners Association, Inc., or any other recorded document affecting Lago Del Sol, shall forfeit all rights to vote on any Association matter and shall forfeit all positions on the Board or any Committee of the Association until such time that the assessments and any additional fines, levies, fees, interest and/or penalties are paid in full and/or the violation has ceased. Before a Parcel Owner shall forfeit all positions on any Board or Committee of the Association as a result of any violation, the Board of Directors of the Association must first notify the Parcel Owner of the violation or default and direct the Parcel Owner to cease and desist such violation.

9.2.<sup>41</sup> Attorneys' Fees. The offending Lot Owner shall be responsible for all costs of enforcement including reasonable attorney's fees incurred and court costs. All expenses incurred by the Association in connection with the enforcement of this Declaration action against any Owner, including reasonable attorney's fees whether or not incurred in legal proceedings, shall be assessed against the applicable Owner and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorney's fees incurred in connection with such Assessment and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided by Section 7.2 of this Declaration and Article 6 of the By-Laws. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the Subject Property is located.

9.3 No Waiver. The failure of any party entitled to enforce any right, provision, covenant or condition which may be granted by or contained in the Project Documents shall not constitute a waiver of the right of such party to enforce such right, provision, covenant or condition in the future.

9.4 Remedies Cumulative. All rights, remedies and privileges granted pursuant to the provisions of this Declaration or any of the other Project Documents shall be

---

<sup>41</sup> 6th Amendment (2008).

deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

9.5 Fines. Notwithstanding the availability of the other remedies described in this Article, the Association shall also have the power to assess reasonable fines as set forth in Article 6 of the By-Laws to enforce any of the provisions of this Declaration.

### **ARTICLE 10: AMENDMENT**

10.0 Method of Amendment. Except as otherwise provided herein, this Declaration may be amended only in the manner hereinafter provided. A resolution for the adoption of a proposed amendment may be made by the Board or by not less than twenty-five percent (25%) of all Parcel Owners, whether meeting as members or by instrument in writing signed by them. Except as elsewhere provided herein, proposed amendments must be approved by not less than (i) two-thirds (2/3) of the Board and (ii) sixty percent (60%) of the Parcel Owners either at a regular or special meeting of the members or by action in writing.

10.1 Restrictions on Amendments. Except as elsewhere provided in this Declaration.

10.1.1 No amendment shall discriminate against any Parcel Owner or against any group of Parcel Owners, unless the Parcel Owner or Parcel Owners so adversely affected shall consent thereto.

10.1.2 No amendment shall alter the basis for apportionment, assessment, or collection of Common Expenses in a manner which would disproportionately adversely affect any Parcel Owner or Parcel Owners, as opposed to other Parcel Owners unless the Parcel owner or Parcel Owners so adversely affected as well as all Institutional Mortgagees as to any such Parcel or Parcels. shall consent thereto.

10.1.3 No amendment shall either impair or prejudice the rights and priorities of any Mortgagees of Record or change the provisions of this Declaration with respect to Institutional Mortgagees, unless all Mortgagees of Record so adversely affected shall consent thereto.

[N.B. former paragraph 10.1.4 deleted]<sup>42</sup>

---

<sup>42</sup> The 2nd Amendment (1993) had added this as a new paragraph. Because the Terminating Certificate rendered the 2nd Amendment null and void, the paragraph was eliminated.

10.2 Scrivener's Error. Notwithstanding the provisions of Paragraphs 10.0 and 10.1 hereof, any Scrivener's error or omission may be corrected by the filing of an Amendment to this Declaration consented to by the Association and any Parcel Owners or Mortgagees of Record directly affected by the Amendment. No other Parcel Owner is required to consent to any such Amendment.

## **ARTICLE 11: GENERAL PROVISIONS**

11.0<sup>43</sup> Covenants Running with the Property. All provisions of this Declaration shall be construed to be covenants running with the Property and any other real property which may be submitted to the terms of this Declaration, and of every part thereof and in interest therein, including but not limited to every Parcel and the appurtenances thereto; and every Parcel Owner and occupant of the Parcels or the Property or any part thereof or of any interest therein and his heirs, legal representatives, successors, and assigns, shall be bound by all of the provisions of this Declaration. Each Parcel Owner by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise) and each occupant of a Parcel by reason of his occupancy shall be deemed to have acknowledged and agreed that all provisions of this Declaration are fair and reasonable in all material respects.

11.1 Binding Effect and Benefits. The Association and the Parcel Owners and their respective grantee, successors or assigns, by acceptance of an instrument of conveyance for a Parcel acknowledge that the Property has been and is being developed under a common plan as set forth in Article 2 hereof. All such parties further acknowledge that the easement rights, use covenants, restrictions and obligations to pay Common Expenses are an integral part of the common plan of development and are required to provide for the operation and maintenance of the Property. Accordingly, such parties hereby covenant that no Amendment or termination of this Declaration shall be adopted which will interfere with such common plan or the rights and obligations constituting an integral part of such common plan. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the ownership, use, occupancy and operation of the Property. The rights, easements and other benefits granted by this Declaration shall inure to the benefit of the grantees, legal representatives, successors and assigns of the Association and the Parcel Owners.

11.2 Term of this Declaration. This Declaration shall be effective for a term of twenty-five (25) years from the Effective Date, after which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of at least two-thirds (2/3) of all Parcels and at least two-third (2/3) of all Institutional Mortgagees (based upon one vote for each first

---

<sup>43</sup> 1st Amendment (1991).

mortgage owned) has been recorded, which terminates (if not prohibited by other provisions of this Declaration) this Declaration in whole or in part.

11.3 Priority of Documents. In the event of any conflict the following document shall control in the order stated: this Declaration, the Articles, the By-Laws, and the Rules and Regulations.

11.4 Partial Invalidity. If any provision (or portion of any provision) of this Declaration or the application thereof, in any circumstance, is held invalid by a court of competent jurisdiction, then the validity of the remainder of this Declaration and the application thereof in other circumstances shall not be affected thereby.

11.5<sup>44</sup> Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, as it may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

11.6 Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it by any party who may have the right to do so, without regard to the number of violations or breaches which may occur.

11.7 Gender, Plurality. Wherever the context shall permit, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all or no genders. The word "person" shall be deemed to include any corporation, partnership, joint venture, trust or other business entity.

11.8 Captions. The captions and titles of the various articles, sections, and paragraphs in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of the article, section or paragraph in which they are contained or any provision thereof or in any other way affect such article, section, or paragraph.

---

<sup>44</sup> 1st Amendment (1991).