

**PROPOSED**  
**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND**  
**EASEMENTS**  
**FOR**  
**PARRY VILLAGE, INC.**

THIS DECLARATION is made as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by PARRY VILLAGE, INC., a Florida Not-For-Profit Corporation, which declares hereby that the Property described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, and Florida Statutes, Chapter 720, as same may be amended or renumbered from time to time, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

The name of the Homeowners' Association created to operate the Community is Parry Village, Inc., hereinafter called the "Association."

**1. DEFINITIONS**

**1.1 "Act," or "Homeowners' Association Act," or "HOA Act"** means Chapter 720 Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.

**1.2 "Articles"** means the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit "B" and made a part hereof, as they may be amended from time to time.

**1.3 "Architectural Review Committee" or "ARC"** means and refers to the Board of Directors, or a Committee appointed by the Board of Directors, for the purposes set forth in this Declaration as to the Architectural Review Committee.

**1.4 "Architectural Guidelines" or "Guidelines"** means standards and specifications promulgated by the Board relative to the external appearance of any Lot, Unit or other Improvement located on a Lot, including but not limited to the location, size, type, or appearance. The Guidelines shall be considered part of the Rules and Regulations.

**1.5 "Assessment"** means the assessments levied by the Association against the Lots, and shall be deemed to include both Regular Assessments and Special Assessments.

**1.6 "Association"** shall mean and refer to Parry Village, Inc., a Florida Corporation Not For Profit, its successors and assigns.

**1.7 “Board of Directors” or “Board” or “Directors”** means the representative body which is responsible for the administration of the Association’s affairs.

**1.8 “Bylaws”** means the Bylaws of the Association, a copy of which is attached hereto as Exhibit “C” and made a part hereof, as they may be amended from time to time.

**1.9 “Charge”** means any legal or equitable indebtedness or monetary obligation of an Owner to the Association, or other sums owed to or due to the Association from an Owner, or any cost or expense incurred by the Association on behalf of or because of an Owner, other than Assessments for Common Expenses, which the Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Governing Documents.

**1.10 “Committee”** means a group of Board Members, Owners, or Board Members and/or Owners and/or other persons appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

**1.11 “Common Area” or “Common Properties”** means real property owned by the Association for the common use and enjoyment of the owners, or property which has been dedicated to the Association or Lot Owners for common use or enjoyment.

**1.12 “Common Expenses”** means the expenses payable by the Members to the Association for the purposes and in the manner set forth in this Declaration, the Articles or Bylaws.

**1.13 “Communications Services”** means those services described in Section 202.11, Florida Statutes (2016), and for the purpose of this Declaration, shall be deemed to include bulk video, voice, or internet services.

**1.14 “Community”** means the real property that is subject to the Declaration.

**1.15 “Declaration”** means this Declaration of Parry Village, Inc., and all other terms and provisions contained in this document, as the same may be amended from time to time.

**1.16 “Governing Documents”** means this Declaration; the Plats; the Articles; the Bylaws; and the Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the Palm Beach County Public Records in order to be valid.

**1.17 “Guest”** means any person who is not the Owner or a Tenant or a member of the Owner’s or Tenant’s family, who is physically present on or occupies the Unit on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

**1.18 “Housing for Older Persons”** shall mean and refer to housing provided for persons 55 years of age and older in accordance with the provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C., §3601 through 3619 (the “Fair Housing Act”).



**1.19 "Improvement"** means all structures located or placed on a Lot, including but not limited to swimming pools, garages, fences, and recreational equipment which is affixed to the Lot.

**1.20 "Invitee" or "Licensee"** shall mean a person or persons expressly or impliedly allowed entry into the Community for the purpose of conducting business with or providing services to a Unit or a Unit's Occupant, or otherwise entering the Community on a temporary basis at the expressed or implied consent of the Owner or Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

**1.21 "Lot"** means any plot of land located within the Community and intended for residential use, but shall not include the Common Areas as hereinafter defined.

**1.22 "Maintenance"** shall mean, unless the context of a provision in the Governing Documents requires otherwise, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement.

**1.23 "Material Alteration or Substantial Addition"** means to palpably or perceptively vary or change the use, form, shape, elements or specifications of a portion of the Common Areas from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its function, use or appearance.

**1.24 "Member"** means those Owners who are holders of membership interests in the Association; as such interests are set forth in Article 2.

**1.25 "Mobile Home" or "Unit"** means any structure located on a Lot within the Community and intended for use as a residence by one Family.

**1.26 "Occupant"** means the person(s) occupying a Unit as a Resident or Guest.

**1.27 "Occupy"** when used in connection with a Unit, means the act of staying in the Unit for two or more consecutive days, including an overnight stay of at least one night.

**1.28 "Occupied Lot"** means any Lot on which a mobile home or Unit is placed thereon, regardless of how long the mobile home or Unit is on the Lot.

**1.29 "Officer"** means the executive Officers and Assistant Officers (if any) appointed by the Board as provided in the Bylaws.

**1.30 "Owner," "Lot Owner" or "Unit Owner"** means the record Owner of fee simple title to any Lot and the Unit thereon, whether one or more persons or entities.

**1.31 "Person"** means any individual or representative of an entity, including Owners, family members, Tenants, Guests, and Invitees. Whenever the word "Person" is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person's compliance with the Governing Documents.

**1.32 "Policies and Procedures"** means the administrative policies of the Board adopted in writing from time to time, including those documented in minutes of the Board or correspondence issued under the authority of the Board.

**1.33 "the Properties"** means and refers to all existing properties, and additions therefore, as are subject to this Declaration, as amended from time to time.

**1.34 "Resident"** means any person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective families who reside in the Unit.

**1.35 "Rules and Regulations"** means the rules, regulations and policies governing the Community that may be promulgated by the Board from time to time by resolution. The Guidelines and Policies and Procedures shall be considered part of the Rules and Regulations and thus part of the Governing Documents.

**1.36 "Tenant" or "Lessee"** means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term "Tenant" shall be used interchangeably with "Lessee."

**1.37 "Unoccupied Lot"** means any Lot on which no mobile home or Unit was placed during a calendar year. .

## **2. PROPERTIES SUBJECT TO THIS DECLARATION**

**2.1** The real property which is, and shall be, held, transferred, sold, conveyed, and occupies subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

## **3. MEMBERSHIP AND VOTING RIGHTS**

**3.1 Member.** Every Unit Owner subject to assessment shall be a Member of the Association. Membership is appurtenant to and not divisible from ownership of a Unit that is subject to assessment. Owners agree to maintain such membership in good standing as long as they own such property.

**3.2 Transfer.** Transfer of ownership, whether voluntary or by operation of law, shall terminate membership in the Association and said membership is then vested in the transferee.

**3.3 Multiple Owners.** When more than one person or entity shall at any time be the Owner of a Unit subject to a membership interest, the vote attributed to such Unit shall be exercised as provided in the Bylaws.

## **4. ASSESSMENTS**



**4.1 Common Expense.** The costs and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Areas and the administration of affairs of the Association shall constitute Common Expenses. Other expenses properly and reasonably incurred by the Association in performing and carrying out its duties and obligations as specified in this Declaration shall constitute Common Expenses.

**4.2 Assessments.** Except for any maintenance surcharge which may be imposed on any Lot pursuant to this Declaration of Covenants, assessments shall be apportioned as follows:

**4.2.1** Each full Occupied Lot shall be subject to the annual assessment.

**4.2.2** Each full Unoccupied Lot shall be subject to one half (1/2) of the annual assessment amount for a full Occupied Lot.

**4.2.3** Each half (1/2) Lot, whether or not it contains a Mobile Home or Unit shall be subject to one quarter (1/4) of the annual assessment amount for a full Lot.

**4.3 Purpose of Assessment.** There is hereby imposed upon each Unit and its Owner, the affirmative covenant and obligation by acceptance of a deed or title to a Lot to pay to the Association; and upon the Association the obligation to assess, collect and expend for the Association's Expenses as listed but not necessarily limited to:

**4.3.1** Charges levied for water utility services to the Community, including the Common Areas, whether supplied by a private or public firm, including without limitation, charges for water, electricity and any other type of utility or service charge for Common Areas.

**4.3.2** The premiums on any policy or policies of insurance required herein, together with the costs of such other policies of insurance as the Board shall determine to be in the best interest of the Association.

**4.3.3** The cost to the Association of purchasing adequate fidelity insurance or bonds to protect against dishonest acts on the part of Officers, Directors, trustees, agents and employees of the Association and other persons who operate or are responsible for operating the Association.

**4.3.4** Expenses necessarily incurred in maintaining, preserving, repairing and replacing the Common Areas and other facilities within the jurisdiction of the Association.

**4.3.5** Sums necessary to repair, replace, construct or reconstruct buildings or improvements located in the Common Areas to the extent insurance proceeds are insufficient to pay the costs thereof.

**4.3.6** The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, Articles or Bylaws. In addition, the Association may retain a manager or management company to assist in the operation of the Association and to perform or assist in the performance of certain obligations of the Association hereunder. The fees or costs of any management company so retained are a Common Expense.



**4.3.7** The costs to the Association to indemnify its Officers and members of the Board for costs and expenses incurred in pursuance of their duties, obligations and functions hereunder.

**4.3.8** The costs of establishing an adequate reserve fund for replacement and/or capital refurbishment of the Common Areas in amounts determined proper and sufficient by the Board. Each Owner understands that no Owner shall have any separate or divisible interest, claim or right to any such funds comprised of the same.

**4.3.9** Special assessments that may be levied to defray Common Expenses for which insufficient funds exist or are expected to be produced under the budget.

**4.3.10** Expenses properly incurred by the Association, including but not limited to expenses of the operation, maintenance, repair, replacement, protection of the Common Area, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as Common Expense by the Act, the Declaration, or the Bylaws, as all may be amended from time to time.

**4.3.11** Other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligations of the Association that are not inconsistent with this Declaration, the Articles or Bylaws.

**4.4 Budget.** The Board shall prepare and adopt an estimated annual budget, as required by the Bylaws of the Association, which shall reflect the estimated Common Expenses for the next succeeding year.

**4.5 Amendment of Budget.** Adjustments may be made by the Board in assessments from time to time to allow for any changes for Common Expenses.

**4.6 Time of Payment.** Assessments shall be payable by Unit Owners to the Association in advance as set forth in the Bylaws and as determined by the Board.

**4.7 Special Assessments.** In addition to the regular assessments the Board may levy a special assessment for defraying in whole or in part Common Expenses not met or expected to be met by regular assessments.

**4.8 Lien. Assessments** for Common Expenses, including Regular Assessments, Special Assessments, and Charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorneys' fees and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot or Unit against which such Assessments or Charges are made. Each Assessment or Charge against a Lot or Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorneys' fees, shall be the personal obligation of the person, persons or entity owning the Lot or Unit assessed or charged and shall be the joint and several liability of all Owners of the Unit. Except as provided below, any person or entity which acquires title to a Lot or Unit, including a purchaser at a judicial sale, shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges



and Assessments, including attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The lien shall set forth the assessments due to the Association as of the date the lien is signed and shall be acknowledged by an Officer or agent of the Association. The lien shall secure additional assessments that become due, as well as interest, late fees, attorney fees, and other costs and expenses of collection that are due and become due after recordation of the lien. Upon recordation in the Public Records of Palm Beach County, Florida, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. As to first mortgages of record, the Association's lien is only effective from and after recording of a claim of lien against the Lot or Unit. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee or other person, persons or entity obtains title to a Lot or Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of Assessments or Charges pertaining to such Lot or Unit or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085 of the Act.

✓ **4.9 Remedies for Delinquency.** In the event any Owner fails to pay assessments or any installment thereof charged to the Lot <sup>ten</sup> days after the same becomes due an administrative late charge as provided by law or \$25.00 or 5 percent of the installment, whichever is more, shall become due along with interest at the maximum rate permitted by law, and the Association, through its Board, shall have, but not be limited to, the following remedies.

**4.9.1** To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

**4.9.2** To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

**4.9.3** To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law.

**4.9.4** To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

**4.9.5** The Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise to have rental proceeds of a Lot in default paid directly to the Association, the court registry, or a receiver, as the court may direct.



**4.9.6** The Association may elect to terminate any existing leases with respect to Lots in default and prohibit the Lot from being rented in the future until the default is cured.

**4.9.7** The Association may choose any of these courses of action, as the Board deems appropriate, without same constituting a waiver or election of remedies. Tenants who rent Lots in this Association are deemed to assent to terms of this provision.

**4.9.8** Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

## **5. EASEMENTS, PROPERTY RIGHTS**

**5.1 Utility Easements.** An easement and right-of-way is hereby expressly reserved in and over a strip not over six (6') feet in width along the side and/or rear line of all Lots wherever the same is designated "utility easement" on the Plats and is intended for the erection, construction and maintenance of poles and wires, maintenance of conduits and all proper and necessary attachments for electric light, and power services and for the construction and maintenance of any other public, quasi-public utility or private utility. The Association shall have the right to enter upon and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.

**5.2 Limited Public Easements and Dedications.** Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area in order to facilitate the provision of public services to the residents of Parry Village.

## **6. USE RESTRICTIONS**

All Owners, guests, tenants, invitees agree to abide by this Declaration, the Bylaws and Rules and Regulations of the Association as they may be amended from time to time.

**6.1 Animals.** No livestock, poultry or reptiles shall be raised, bred, or kept on any Lot, in any Unit or on the Common Area. The following pets owned by an Owner are permitted with prior written approval from the Board of Directors: one household dog weighing not more than 30 pounds at maturity, one cat, and one bird. Potentially dangerous dogs such as, but not limited to, dog breeds of Doberman, German Shepherds, Staffordshire Terrier, Chow, Presa Canarios, Akita, Wolf Hybrid, Huskie, Rottweiler, and Pit Bulls are prohibited.

In the sole opinion of the Board should any pet become a nuisance or source of annoyance to any other Owners or Residents such animals shall be permanently removed from the Lot, Unit, and Community upon three-day written notice. Pet owners shall not allow any pet to use the Common Areas except when on a hand held leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the Common Areas.

Pet owners shall not allow any pet to enter upon any other Lot, leave any droppings or otherwise disturb the Common Areas. Pet owners must have with them when they are walking their



pet when not on their own Lot, a means to remove droppings and dispose of them in a sanitary manner, and must in fact do so.

If a pet owner replaces his/her present dog, the replacement dog must comply with the above-stated weight and breed restrictions. All animals must be on a leash when outside the Unit or Lot.

This provision is effective upon the recordation of this Declaration. Unit Owners with permitted pets, as described above, may keep their pets until their demise or removal from the community.

**6.2 Age Restrictions.** Parry Village is designed and intended as housing for older persons. Accordingly, the Members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all Units in Parry Village shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-five (55) unless the Unit is also occupied by at least one person fifty-five (55) years of age or older. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Unit out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Unit without at least one occupant over the age of fifty-five (55). The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Board that they intend to hold the Unit out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Unit with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-five (55) will be permitted are those which the Association is required by law to permit, the surviving spouse of a deceased member where the deceased member was over fifty-five (55) years of age, but the surviving spouse is between eighteen (18) years of age and fifty-five (55) years of age, and the surviving children of a deceased member where the deceased member was over fifty-five (55) years of age, but the surviving children are between eighteen (18) years of age and fifty-five (55) years of age. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at at least eighty (80%) percent as provided below or as required by applicable law.

The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that at least eighty (80%) percent of the occupied Units in the community operated by the Association are occupied by at least one person fifty-five (55) years of age or older. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. The Board shall also conduct a census to verify the age of the occupants of all occupied Units and shall obtain reliable documentation of age, such as a driver's license, birth certificate, passport, immigration card, military identification, other state, local, national or international official documents containing a birth date of comparable reliability or a certification in a lease, application, affidavit or other document asserting that at least one person in the Unit is fifty-



five (55) years of age or older. The Board shall conduct such a census after the enactment of this amendment and shall update the census at least once every two years thereafter or as often as required by applicable law.

**6.3 Vehicles.** No trucks (except pickup trucks of  $\frac{3}{4}$  ton or less weight rated capacity which are not used for commercial purposes), commercial vehicles, boats, boat trailers, recreation vehicles, motor homes, motorcycles, or any other transportable personal property except passenger automobiles, shall be permitted in the driveways except when entering or leaving the Community. Automobiles and any other vehicles must be operational. No vehicle repairs (except minor emergencies) shall be made in any portion of the Community. Travel trailers, motor homes, and other recreational vehicles may be placed upon a Lot for loading or unloading but shall not remain on said Lot longer than 24 hours during any one month period. Commercial vehicles means vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment or otherwise indicates a commercial use. The Board shall have the final authority in determining acceptability of any vehicle or allowing for temporary parking of service vehicles.

**6.4 Signs.** "For sale" signs, "for rent" signs or other window displays, signs, or advertising are not permitted on any part of the Common Areas or on any Lot such that they are visible from the Common Areas, including signs in or on vehicles parked on a Lot. Security signs are permissible, as provided in the Act.

**6.5 Television and Other Outdoor Antennae.** No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association. Certain television, satellite, or other antenna systems may be erected or installed on Lots subject to the written approval of the ARC, and except as follows:

**6.6 Location of Antennas.** To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the community if this placement would still permit reception of an acceptable quality signal. It shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. An Owner shall indemnify and hold harmless the Association, and all other Owners, for any damage that an antenna causes to the property or to persons or other property.

**6.7 Wells.** No individual water well or water supply system shall be permitted on any Lot.



**6.8 Dangerous Materials.** No Owner shall store, keep or dispose of any flammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances except those sold and required for normal household use.

**6.9 Window Treatments.** No Owner shall install or maintain aluminum foil or other reflective material on any window or glass door except as approved by the Board for energy conservation purposes.

**6.10 Single Family Use.** Each Lot may be used for single-family residential purposes only. Single family shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Unit at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing his Unit subject to the conditions and covenants contained in this Declaration.

**6.11 Commercial Activity.** No business or commercial activity of any kind shall be conducted on or from any Lot nor in or from any residence except as provided herein. Nor may the address or location of the residence or Association's name be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal business or professional records in his residence, or from handling personal, business or professional communication and written correspondence in and from his residence. Units may not be used for commercial or business purposes, including, without limitation, caring for children or adults or any use that requires an occupational license. Occupants may use Units for "home office" or "telecommuting" purposes, if such uses do not involve customers or clients coming onto the property, the posting of any signage in the Community, the storage of equipment, products, or materials in the Community. Such uses are expressly declared customarily incident to residential use.

**6.12 Structural Changes.** No structural additions or alterations may be made to any improvements on the Lot without the approval of the Architectural Review Committee or Board, other than erection or removal of non-support carrying interior partitions wholly within the home and other than the interior work done in a Unit, which is not visible from the exterior.

**6.13 Nuisance.** Neither Owners nor Occupants shall permit any nuisance to exist upon or within the Unit or Lots or any conduct that creates an annoyance or disturbance to be detrimental or bothersome to any other Lots, Occupants or Owners or interferes with the peaceful possession and proper use of the Community by its Residents.

**6.14 Subdivision.** No Owner shall divide nor subdivide a Lot for purposes of sale or lease and no portion less than all of any Lot, nor any easement or other interest granted herein, shall be conveyed or transferred by an Owner without the approval of the Board. This provision shall not prohibit corrective deeds, deeds to resolve boundary line disputes and other similar corrective documents. Combining of adjoining Lots is permissible but the Owners of the divided Lot shall remain responsible for the full assessment applicable to each Lot.



**6.15 Sheds.** No outbuilding, tent, shack, trailer, shed, RV or temporary building of any kind may be used as a residence.

**6.16 Fences.** Fences in compliance with PBC Building Codes are allowed. Board approval is required for any new fencing.

**6.17 Enclosures.** No Owner or Occupant may enclose an entranceway, patio, porch, or lanai except with the prior written consent of the ARC or Board.

**6.18 Compliance with Law.** No use may be made of any Lot that violates any federal, state or local laws, zoning, ordinances or regulations.

**6.19 Mobile Homes.** Only one mobile home is permitted to be placed on a Lot as follows:

**6.19.1** Must be placed not closer than 6 feet' from any boundary line; with a 25 foot minimum set back from the center of all roads, and a 10 foot set back from the rear of the property line.

**6.19.2** Mobile homes brought into the Community after the date of recordation of this Declaration must show a manufacturing date of no less than five (5) years and be code compliant with Palm Beach County Hurricane Regulations. Mobile homes older than five (5) years as of the recording of this Declaration may be brought into the Community with prior written approval of the Board of Directors provided the subject mobile home meets all existing building/hurricane codes. All mobile homes must have skirting approved by the ARC.

**6.20** No Owners or Occupants may cause or allow any obstruction of a road or other common ways of ingress or egress within the Common Areas, nor shall anything be allowed to remain in Common Areas or on the Lots which would be unsightly or hazardous.

**6.21** No Owner or Occupant may allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles (garbage cans). Each Lot and the Common Areas shall be kept in a clean and sanitary condition.

**6.22** Members and other Residents shall not engage in any abusive, pejorative or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other members, Residents, Guests, Occupants, Invitees, or directed at management, its agents, its employees, or vendors.

**6.23** Owners, their family, Invitees, Guests and tenants shall abide by Rules and Regulations promulgated from time to time by the Board or committee established by the Board provided, however, that copies of such regulations are available to each Member prior to the time said regulations become effective.

**6.24** Garbage or trash containers, oil tanks or bottle gas tanks must be placed so they shall not be visible from the streets or from other Lots. Garbage or trash containers may be placed out for collection no more than twelve (12) hours before pickup and must be retrieved within twelve (12) hours of pickup.



**6.25** In the event the Association is required to seek enforcement of any provision of the Declaration, Articles, Bylaws or the Rules and Regulations, then and in that event the offending Owner (for himself or his family, Guests, Invitees or Tenants) shall be liable to the Association for costs incurred in the enforcement action, including reasonable attorneys' fees and costs, whether incurred before the filing of suit, after filing, and in connection with trial or appellate proceeding or otherwise.

## **7. MAINTENANCE, REPAIR AND REPLACEMENT**

**7.1 Maintenance of Common Area and Lots by the Association.** Maintenance of the Common Area shall be the responsibility of the Association. The Association shall be responsible for the repair and maintenance of landscaping, trees, shrubs, grass, sprinkler heads, situated in the Common Area. The Association may contract with one or more independent contractors for the performance of any or all of such maintenance responsibilities. The Association shall not be responsible for the maintenance of any interior portion, including landscaping, of any screened patio or porch, or any fenced or walled in area appurtenant to any mobile home.

**7.2 Permits, Licenses and Easements.** Subject to the provisions of Article 5, the Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

**7.3 Maintenance of Lots and Lots by Owners.** Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Lot, including, but not limited to, the Unit and other improvements thereon, its improvements and appurtenances, at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Lot and Unit. In this regard, each Owner shall be responsible for the maintenance and repair and shall keep same in a neat and orderly fashion.

**7.4 Prohibition.** Each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

**7.5 Owner Liability.** Should any Owner do any of the following:

**7.5.1** Fail to perform the responsibilities as set forth in this Article or,

**7.5.2** Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or

**7.5.3** Undertake unauthorized improvements or modifications to his Lot, Unit or to the Common Area; then

Except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot or Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof shall be added to and become a part of the assessment to which the Owner is subject, and shall be due and payable within



ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Lot or Unit with the same force and effect of the lien that would be created by the said Owner's failure to pay the regular or special assessments hereunder when due.

7.6 Each Owner shall be responsible for and pay the cost of maintaining, repairing and replacing everything within the confines of the Unit and on the Lot that is not to be maintained by the Association.

7.7 In the event an Owner fails to maintain the Lot and the improvements situated thereon, in a manner reasonably satisfactory to the Board or any committee established by the Board, upon direction of the Board the Association shall have the right through its agents and employees, to enter upon said Lot to maintain and restore the improvements erected thereon. The cost of any maintenance supplied by the Association pursuant to this Article shall be added to and become part of the assessment to which such Lot is subject.

8. **MATERIAL ALTERATIONS OR SUBSTANTIAL ADDITIONS.** There shall be no Material Alterations or Substantial Additions to the Common Areas or Association real property by the Association, except as authorized by the Board. Provided, however, that if any such Material Alterations or Substantial Additions require or obligate the expenditure of Association funds of more than five percent (5%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, the Board shall obtain approval of a two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at an Association meeting, or by written agreement of two-thirds (2/3) of the entire Voting Interests. Necessary maintenance of the Common Areas, or Association Property regardless of the level of expenditure, is the responsibility of the Board.

9. **ASSOCIATION INSURANCE.** The following provisions shall govern insurance covering the Association:

9.1 Insurance policies covering the Common Areas shall be purchased by the Association and be issued by an insurance company authorized to do business in Florida.

9.2 The named insured shall be the Association itself and as agent for Owners without naming them and as agent for their mortgagees without naming them.

9.3 One copy of each insurance policy, or a certificate evidencing such policy, and endorsements thereto, shall be furnished by the Association to each first mortgagee if requested in writing.

9.4 The above paragraph notwithstanding, each Unit Owner releases and indemnifies the Association, its members, employees and agents and shall hold them harmless for injuries or damages to persons or property because of the member's neglect, recklessness or intentional acts.

9.5 The Association shall maintain insurance covering the following:

9.5.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement including wind; and



9.5.2 Such other risks as from time to time are customarily covered with respect to property similar in construction, location and use, including but not limited to vandalism and malicious mischief.

9.5.3 Comprehensive general public liability including host liquor liability and hired, owned and non-owned automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Association property, adjoining driveways and walkways, or any work, matters or things related to the Association property or this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, combined single limit and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

9.5.4 The Association shall obtain and maintain adequate insurance or fidelity bonding of persons who control or disburse funds of the Association. The fidelity bond or insurance policy shall cover the maximum funds that will be in the custody of the Association or its managing agent at any one time. As used in this Article, the term "persons who control or disburse funds of the Association" includes, but is not limited to, individuals authorized to sign checks, the president, secretary, and treasurer of the Association.

9.5.5 Workers Compensation coverage if required by law.

9.5.6 Umbrella liability in an amount of at least \$1,000,000.

9.5.7 Directors and Officers liability coverage as deemed appropriate by the Board.

9.5.8 Flood insurance if deemed appropriate by the Board.

9.5.9 Other insurance as the Board shall determine from time to time to be desirable.

9.6 When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

9.6.1 subrogation against the Association and against the Owners individually and as a group,

9.6.2 pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk,

9.6.3 avoid liability for a loss that is caused by an act of the Board, or by a member of the Board or by one or more Owners.

9.7 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by misuse, occupancy or abandonment of any one or more Lots or their appurtenances or of the common areas by particular Owners shall be assessed against and paid by such Owners.



**9.8** Insurance policies obtained by the Association shall be for the benefit of the Association, the Owners and their mortgagees, as their interests may appear. Proceeds because of damage to the Common Areas shall be held in undivided shares for each Owner, such shares being the same as the undivided shares in the common areas appurtenant to each Lot.

**9.9** The Association is irrevocably appointed agent for each Owner and for each Owner of a mortgage or other lien upon a Lot and for each Owner of any other interest in the Association property to adjust claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

**9.10** The insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within or upon their Lot or Unit nor casualty or theft loss to an Owner's property. It shall be the obligation of the individual Owner if such Owner so desires to purchase and pay for insurance as to such and other risks.

**10. RECONSTRUCTION AND REPAIR OF COMMON AREA AFTER FIRE OR OTHER CASUALTY.** In the event of damage to or destruction of improvements on the Common Area because of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the improvements.

**10.1** Any reconstruction or repair must be approved by the Board, substantially in accordance with the plans and specifications for the original improvements; or if not feasible or advising in the opinion of the Board, then in accordance with plans and specifications approved by the Board.

**10.2** If the proceeds from insurance, including the deductible, are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Lots in sufficient amounts to provide funds for the payment of such costs.

## **11. ENFORCEMENT**

**11.1** In the event of a violation of the Governing Documents or Rules and Regulations by an Owner, Resident, Tenant, Guests or Invitees, (other than the non-payment of any Assessment or other charges), the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

**11.1.1** Impose a fine against the Lot as provided in Florida Statutes and in the Bylaws; and/or

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

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



**11.1.4** Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; and/or

**11.1.5** Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing these Governing Documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a separate assessment, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of Palm Beach County.

**11.2** Enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. The Association or any individual may seek enforcement, and should the party seeking enforcement be the prevailing party, then the person against whom enforcement has been sought shall pay costs and reasonable attorneys' fees at trial and appellate levels to the prevailing party.

**11.3** Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit or occupying his Lot, including family members, Tenants, Guests and Invitees if any act or omission shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association, but without rights of subrogation as to the Association's carrier. Furthermore, any violation of any of the provisions of these Governing Documents, by a Resident of any Lot, or a Guest or Invitee, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

**12. AMENDMENTS.** Except as elsewhere provided herein, this Declaration may be amended in the following manner:

**12.1 Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

**12.2 Notice.** The subject matter of a proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered.

**12.3 Adoption of Amendments.** An amendment so proposed may be adopted by a vote of two-thirds of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association at which a quorum is present. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Governing Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.