

GOVERNING DOCUMENTS of INDIAN SPRING MASTER ASSOCIATION, INC.

Articles of Incorporation
Declaration of Covenants
Association Bylaws
June 2024 Certified Amendments
Rules and Regulations

COMPILED AND RESTATED ARTICLES OF INCORPORATION INDIAN SPRING MASTER ASSOCIATION, INC.

The undersigned Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

ARTICLE I

The name of the Corporation shall be INDIAN SPRING MASTER ASSOCIATION, INC. For convenience, the Corporation is referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "Bylaws."

ARTICLE II DEFINITIONS

The terms used in these Articles have the same definitions and meaning as those set forth in the Amended and Restated Declaration of Maintenance Covenants for Indian Spring ("Declaration"), and the Bylaws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE III PURPOSE

The purpose of the Association is to further the interests of the Members, including without limitation maintenance of property owned by, dedicated to or agreed to be maintained by the Association, and the protection of private property; to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as defined and set forth in that certain Declaration of Maintenance Covenants recorded in the public records of Palm Beach County, Florida, as amended from time to time, including the establishment and enforcement of payment of Assessments (both regular Assessments and Special Assessments) and defined contained therein and in the Bylaws, and to engage in such other lawful activities as may be to the mutual benefit of Owners and their private property. In order to further the foregoing purposes, the Association shall have all of the powers outlined in these Articles.

ARTICLE IV POWERS

The powers of the Association include the following:

- **4.1** General. The Association has all of the common law and statutory powers of a not-for-profit corporation under the laws of Florida, as the same may be amended or supplemented from time to time, that are not in conflict with the provisions of the Declaration of Maintenance Covenants and these Articles.
- **4.2** Enumeration. The Association has all the powers and duties set forth in Chapters 617 and 720, Florida Statutes, except as may be limited by the Declaration as amended from time to time, including the powers and duties reasonably necessary to operate the Community pursuant to its Declaration, including, but not limited to, the following:

- **A.** To levy and collect regular and special Assessments and other charges against Members and their Parcels, and to use the proceeds thereof in the exercise of its powers and duties.
- B. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payment of such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights, revenues or privileges of the Association wherever situated.
- **C.** To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Community.
- **D.** To maintain, repair, replace, reconstruct, add to, and operate the Community and other property acquired or leased by the Association for use by the Members.
- **E.** To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- F. To purchase insurance for the Community including property owned by it and insurance for the protection of the Association, its officers, directors, and Members, and such other parties as the Association may determine in the best interest of the Association.
- **G.** To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Parcels and Common Areas and for all other lawful purposes.
- **H.** To approve or disapprove the leasing, transfer, ownership and possession of Parcels as may be provided by the Declaration.
- I. To enforce by legal means the provisions of Chapter 720, Florida Statutes, the Declaration, these Articles, the By-Laws, and the rules and regulations of the Community.
- **J.** To delegate power or powers where such is deemed in the interest of the Association and not prohibited by applicable law.
- **K.** To transfer to a property owners association, homeowners association, or to one or more condominium associations, all of which must be within Community, such of its duties, powers and obligations as may be necessary or desirable.
- L. To charge recipients for services rendered by the Association and the user for use of Association property where such is deemed appropriate by the Board of Directors of the Association.
- with whom such contract for the management of the Community, and to delegate to the party with whom such contract has been entered into all or any portion of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.
- N. To employ personnel to perform the services required for proper operation of the Community.
- O. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Community.

- P. To provide, at the Board of Directors' sole and absolute discretion, community association management services to the Sub-Associations and Parcels based on criteria established by the Board from time to time.
- **Q.** To either obtain a license as a community association management company pursuant to Chapter 468, Florida Statutes, as amended from time to time, or to create a separate corporate entity for the purpose of providing community association management services to the residential condominiums, homeowners associations, Lots and Parcels based on criteria established by the Board from time to time.
- **R.** To control the specifications, architecture, design, size, color, appearance, materials used, elevation and location of, and landscaping around, all buildings of any type, including but not limited to: walls, fences, swimming pools, dune walkovers, docks and boat slips, bulk heading, antennae, sewers, drains, garbage, trash and refuse disposal systems, or other structures constructed, placed or permitted to remain on or in Indian Spring, as well as the alteration, improvement, addition or change thereto in order to preserve and maintain an integrated structural design for Indian Spring.
- S. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.
- T. To defend a suit on behalf of its Members or to sue on behalf of its members on matters of common interest.
- **U.** In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.
- **4.3** Assets of the Association. All funds and the titles of all properties acquired by the Association and their proceeds are held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.
- **4.4** Limitation. The powers of the Association are subject to and are exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE V MEMBERS

- 5.1 Membership. The Members of the Association shall consist of all of the fee simple record Owners of Parcels approved by the Board of Directors if the Declaration permits the Board such authority. Membership is established by the acquisition of ownership of fee title to, or fee interest in Parcel, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Palm Beach County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new Owner designated in such deed or other instrument becomes a Member of the Association, upon all of the foregoing actions, and the membership of the prior Owner of the subject Parcel is terminated.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel for which that share is held.
- 5.3 Voting. On all matters upon which the membership is entitled to vote, the vote for each Parcel is as specified in the Bylaws. Said votes must be exercised or cast in the manner provided by the Bylaws. Notwithstanding the foregoing, Owners of Parcels that are condominium units ("Condominium Unit Owners") shall cast their votes through the representative of their Condominium Association as

specified in the Bylaws.

5.4 Meetings. The Bylaws provide for an annual meeting of Members, and can make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VI TERM OF EXISTENCE

The Association has perpetual existence.

ARTICLE VII INCORPORATORS

The names and addresses of the subscribers of the Association are as follows:

Ellis Chingos 100 East Linton Boulevard

Delray Beach, Florida 33444

Budd B. Schnipple 100 East Linton Boulevard

Delray Beach, Florida 33444

Virginia B. Hahne 100 East Linton Boulevard

Delray Beach, Florida 33444

ARTICLE VIII OFFICERS

The affairs of the Association are administered by the officers designated in the Bylaws. The officers are elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association, and serve at the pleasure of the Board of Directors. The Bylaws can provide for the removal from office of officers, for filling vacancies and for the duties of the officers

ARTICLE IX DIRECTORS

- **9.1** Number and Qualification. The affairs of the Association are managed by a Board consisting of the composition and number of Directors determined in the manner provided in the Bylaws. All Directors must be Members of the Association or the spouse of a Member of the Association.
- **9.2** Duties and Powers. All of the duties and powers of the Association existing under Chapters 617 and 720, Florida Statutes, the Declaration, these Articles and the Bylaws are exercised exclusively by the Board of Directors, its agents, contractors or employees, subject to approval by Lot, Parcel and Condominium Unit Owners only when specifically required.
- 9.3 Election: Removal. Directors of the Association are elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed only in the manner provided in Chapter 720, Florida Statutes, as amended from time to time. Vacancies on the Board of Directors are filled in the manner provided by the Bylaws.

ARTICLE X INDEMNIFICATION

- Indemnity. To the extent permitted by law, the Association indemnifies any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of, or a committee member appointed by, the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification can be made in respect of any claim, issue or matter as to which such person has been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court deems proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.
- **10.2** Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he must be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.
- 10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) can be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination must be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.
- **10.4** Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding can be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it is ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article.
- 10.5 Miscellaneous. The indemnification provided by this Article is not exclusive of any other rights to which those seeking indemnification are entitled under any Bylaw, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office, and continue as to a person who has ceased to be a director, officer, employee, or agent and inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE XI AMENDMENTS

Amendments to these Articles must be proposed and adopted in the following manner:

- 11.1 Notice. Notice of the subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.
- 11.2 Adoption. A resolution for the adoption of a proposed amendment can be proposed either by a majority of the Board of Directors or by not less than thirty percent (30%) of the Members of the

Association. A proposed amendment must be approved by not less than two-thirds (2/3) approval of the Members present in person or by proxy at a meeting at which a quorum is established called for such purpose after due notice to the Members of the exact language of the proposed amendment or by written agreement in lieu of a meeting, as outlined in Chapter 617, Florida Statutes, as amended from time to time, where at least a quorum of the membership participates.

No Articles can be revised or amended by reference to its title or number only. Proposals to amend existing Articles must contain the full text of the Articles to be amended; new words must be inserted in the text underlined, and words to be deleted must be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Articles of Incorporation. See Article ... for present text." Nonmaterial errors or omissions in the Articles process do not invalidate any otherwise properly promulgated amendment.

- 11.3 Limitation. No amendment can make any changes in the qualifications for membership nor in the voting rights or property rights of Members.
- 11.4 Recording. A copy of each amendment must be filed with and certified by the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy must be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE XII ADDRESS

The principal place of business of the Corporation is 5995 Bannock Terrace, Boynton Beach, Florida 33437, but the Corporation can maintain offices and transact business in such other places within Palm Beach County, Florida, as may from time to time be designated by the Board of Directors.

ARTICLE XIII REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The registered agent of this Corporation is Associated Corporate Services, LLC, 6111 Broken Sound Pkwy NW #200, Boca Raton, FL 33487.

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XV OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS DAY OF	, 2025.
	ASSOCIATED CORPORATE SERVICES, LLC (Registered Agent)
	SACHS SAX CAPLAN, P.L., As Manager Member
	Ву:
	Michael A. Ungerbuehler, Esq.

COMPILED AND RESTATED DECLARATION OF MAINTENANCE COVENANTS AND COMPILED AND RESTATED RESTRICTIONS FOR INDIAN SPRING

ARTICLE I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

- **Section 1.1** "Association" shall mean and refer to Indian Spring Master Association, Inc., a Florida not for profit, operating pursuant to Sections 617 and 720, Florida Statutes (2023), the Articles of Incorporation herein sometimes called "Articles", and By-Laws of which are attached and made a part of these Maintenance Covenants. This instrument is the Declaration of Maintenance Covenants for Indian Spring to which the Articles of Incorporation and By-Laws of the Association make reference.
- **Section 1.2** "Common Expense" shall mean the expenses of administration and management of the Property, the expenses of maintenance, operation, protection, repair and replacement of the Common Area, as well as any other portion of the Property for which the Association is responsible or authorized to maintain, repair or replace, all expenses declared Common Expenses by the provisions of this Declaration, the Articles of Incorporation or By- laws, any valid charge against the Association or against the Common Area, the costs of carrying out the powers and duties of the Association, and all expenses properly incurred by the Association in the performance of its duties. Common Expense shall also include the cost of communication services, as defined in Chapter 202, Florida Statutes, as the same may be amended from time to time, if the Association chooses to provide such services from time to time.
 - **Section 1.3** "Community" shall be used interchangeably with the term "Property".
- **Section 1.4** "Condominium Association" shall mean the not-for-profit corporation which shall be formed and established in connection with the submission of a tract of real estate in Indian Spring, or a portion thereof, to condominium ownership pursuant to Chapter 718, Florida Statutes (2023).
- **Section 1.5 "Declaration"** shall mean this Amended and Restated Declaration of Maintenance Covenants which incorporates the Amended and Restated Restrictions for Indian Spring.
- **Section 1.6** "Exclusive Common Area" shall mean and refer to any common area which has been conveyed, or committed, to a Sub-Association for the exclusive use of owners of parcels within the tract of land over which such Sub-Association has jurisdiction.
- **Section 1.7 "Exterior Maintenance Assessment"** means an assessment levied by the Association against a particular Parcel to cover the cost of exterior maintenance performed by the Association on a particular Parcel due to Parcel having been maintained in a substandard manner, as determined by the Board of Directors, as further set forth in Section 7.7.
- **Section 1.8** "Immediate Family" means the spouse, child(ren), parent(s), grandparent(s), grandchild(ren), sibling(s), step-parent(s), step-child(ren), step-grandchild(ren) of an Owner or Tenant, as applicable.
- Section 1.9 "Homeowners Association Act" shall mean Chapter 720, Florida Statutes (2023).

- Section 1.10 "Improvement" means all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, structures, fixtures, fences, walls, berms, retaining walls, swimming pools, tennis courts, screen enclosures, sewers, drains, disposal systems, decorative buildings, landscaping, trees, shrubs and other plantings, landscape devices or objects, lighting fixtures, walkways and/or pathways, recreation areas and/or facilities, parking areas, fountains, driveways, underground foots and other foundation supports, stairs, decks, poles, antennae, satellite dishes, swings, gym sets and/or other plays structures, trampolines, covered patios, screen enclosures, screening, basketball courts, backboards and hoops, signs, site and perimeter walls, gazebos, benches, and mailboxes.
- **Section 1.11 "Indian Spring"** shall mean and refer to the real property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants, together with any additions made pursuant to Article II, Section 1 hereof.
- Section 1.12 "Lien for Charges" means a lien which is recorded to secure a charge. A lien for charges shall be levied when the Association must perform work on behalf of a Parcel Owner which would ordinarily be the Parcel Owner's responsibility or work necessitated by the negligent or intentional actions of the Parcel Owner, his or her tenants or the Parcel Owner or tenant's, family members, guests, visitors, invitees or licensees which cause damage or destruction to the Common Areas. Such charges shall become a lien for charges against said Parcel with the same force and effect as if the charge was part of the Common Expense. Said lien shall be collectible from the Parcel Owner in the same manner, including through foreclosure of the lien, as any other unpaid assessment for Common Expenses as provided elsewhere in this Declaration and the Homeowners Association Act, as either is amended from time to time. Such lien shall also secure interest and late fees at the highest rates allowed by law as amended from time to time, costs and attorney's fees.
- **Section 1.13** "Master Plan" shall mean and refer to that certain land use plan for Indian Spring on file with Palm Beach County, Florida, pursuant to its Planned Unit Development Ordinance.
- **Section 1.14 "Member"** means a Member of the Association. All Owners of Parcels are Members.
- Section 1.15 "Owner" shall mean and refer to the record fee simple title holder(s), whether one or more persons, of a Parcel. Notwithstanding any other provision of this Declaration, the Articles, or the Bylaws, subsequent to the date of recording of this Amendment, no Parcel, or interest therein, may be held or otherwise titled in the name of a corporation, limited liability company, partnership, association, or other entity, except (i) in the name of a trust or family entity created for bona fide estate planning purposes only; or (ii) in the name of the Association, a Sub-Association, or an Institutional First Mortgagee, as applicable, obtaining title to a Parcel by foreclosure, or deed in lieu thereof, of its assessment lien or mortgage, as applicable.
- **Section 1.16** "Parcel" shall mean and refer to any platted subdivision lot including, but not limited to, any individual home site, any large platted tract of land that is larger than a single family dwelling lot, and any condominium unit, together with its interest in the common elements appurtenant thereto, in any condominium on the property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants.
- **Section 1.17** "**Property**" shall mean and refer to all properties platted as Indian Spring and described in this Declaration including all exhibits to the original Declaration which are incorporated herein by reference.
- **Section 1.18** "**Sub-Association**" shall mean and refer to a Florida corporation, not-for-profit, which may be formed by a Developer of a particular tract of real estate in Indian Spring, for the purposes of making available to the Owners of lands in such particular tract certain recreational facilities and Common Areas. The term includes both Homeowners' Associations, pursuant to Chapter 720, Florida Statutes, and Condominium Associations, pursuant to Chapter 718, Florida Statutes.

Section 1.19 "**Total Common Area**" shall mean and refer to all the real property in Indian Spring conveyed or committed by Developers to the Association or to a Sub-Association for the exclusive or non-exclusive use of Owners. The term "Common Area" shall mean some portion of the Total Common Area.

ARTICLE II HOUSING FOR OLDER PERSONS

Indian Spring is intended as housing for older persons. Accordingly, the Section 2.1 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 Parcels 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-four (54), inclusive, unless the Parcel is also occupied by at least one person fiftyfive (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a Parcel as a guest, but no Parcel may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Parcel out for occupancy by persons fiftyfive (55) years of age and older or to persons who intend to occupy the Parcel 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 Association that they intend to hold the Parcel out for occupancy by persons fifty- five (55) years of age or older or intend to occupy the Parcel 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-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law.

Section 2.2 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 all of the occupied Parcels in Indian Spring operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. 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. A census will be conducted as often as and in the manner required by applicable law.

Section 2.3 For each Parcel that is non-Owner occupied as of the date of recording this Amendment, the Owner(s) of such Parcel shall, within thirty (30) days of the recording of this Amendment, submit written notice to the Association providing the name and age of each such occupant. All changes of occupants of a Parcel are subject to the provisions of Article IX. A person is deemed an "occupant" of a Parcel upon occupying such Parcel for more than thirty (30) cumulative days in a calendar year. No person may occupy a Parcel if such occupancy violates any provision of this Declaration.

ARTICLE III ARCHITECTURAL GUIDELINES

Section 3.1 The Association, either through its Board of Directors or the Architectural Committee, if one has been created, has the authority to review all plans and specifications for the

location, size, type, color, materials and appearance of any structure or other improvement on any Parcel and may enforce standards for external appearance of any structure or improvement located on any Parcel as such standards are stated herein or in separately published guidelines and standards as may be created and amended by the Board of Directors from time to time.

Section 3.2 Necessity of Architectural Review and Approval. No Improvement or a material change to any existing Improvement shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein, thereon, or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved, in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which may be created through separately published guidelines approved by the Board of Directors from time to time, and which by reference are made a part hereof as if fully set forth herein verbatim and as the same may from time to time be amended. The Association is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspections, and additional specific architectural requirements in addition to the requirements of this Declaration.

Architectural Review. The architectural review and control functions of the Section 3.3 Association shall be administered and performed by the Board of Directors or by an Architectural Review Board as may be appointed by the Board from time to time (the "ARB"), which shall consist of at least two (2) members, or such additional members as determined by the Board of Directors from time to time, who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. A meeting of the ARB shall be called if requested by a Parcel Owner who wishes to install an Improvement on his or her Parcel, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least forty-eight (48) hours in advance of the meeting. The architectural review outlined by Article III of the Declaration shall take place only after the Sub-Association responsible for the Parcel has reviewed the proposed Improvement and granted its approval. The Parcel Owner will then be required to obtain the secondary approval of the Indian Spring Master Association. If the Sub-Association responsible for the Parcel disapproves the proposed Improvement in its entirety, the ARB shall have no obligation to review the proposed Improvement. If there is no Sub-Association for a Parcel seeking to install an Improvement, the approval of the ARB will be required before work is permitted to commence.

Section 3.4 Powers and Duties of the ARB. The ARB shall have the following powers and duties:

3.4.1 To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, as outlined below. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. All plans and specifications for the Improvements must be in accordance with all applicable governmental building codes. The plot plans must be approved, in writing, by the ARB, prior to the commencement of any work on the Improvements. If approved, each Improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. The Board of Directors or the ARB with the Board's approval may determine the forms, fees, and information required to submit a request and may publish those guidelines separately from time to time. Owners of newly constructed homes or condominium units within Indian Spring, built subsequent to the recording of this amendment, shall become members of the Association upon taking title to the home or condominium unit.

Disapproval of plans and specifications by the ARB may be based upon any ground,

including purely aesthetic grounds, which, in the sole and discretion of the ARB shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the ARB. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other structures shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

- 3.4.2 To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. After the Board approves the modification or amendment, notice of any modification or amendment to the Architectural Planning Criteria, including a copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- **3.4.3** To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other Improvement, the construction, erection, performance or placement of which is proposed upon any Parcel in Indian Spring, and two (2) complete sets of the drainage plan, tree survey, color plan and materials designation plan for such Improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or Improvement in accordance with this Declaration and the Architectural Planning Criteria.
- **3.4.4** To approve or disapprove any Improvements or structure of any kind, as outlined, without limitation in Article 3.4.3, above which is proposed upon any Parcel in Indian Spring and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon including, without limitation, any change of color(s), or material(s), size or location. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final and not subject to further review.
- **3.4.5** The Board of Directors may, from time to time, adopt a schedule of fees for processing requests for ARB approval of proposed Improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.
- **3.4.6** If a Sub-Association has architectural approval requirements, the Parcel Owners are required to obtain the approval of both the Association and the Sub-Association.
- **3.4.7** While the ARB may make recommendations to the Board they have no authority to either approve or disapprove of modifications, Improvements, or changes to the Common Areas approved by a majority of the Board of Directors of the Association.
- **3.4.8** Additional guidelines are found in Article 10.1.10 of this Declaration and the sections which follow.

ARTICLE IV PROPERTY RIGHTS

4.1 Title to Common Areas. Any future improvements of Indian Spring shall be in

accordance with the Master Plan and shall at all times be bound by the covenants and restrictions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as all of the foregoing may be amended from time to time.

- **4.2** Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Total Common Area which right shall be appurtenant to and shall pass with the title to every Parcel, subject to the following:
- **4.2.1** the right of the Association (in accordance with its Articles of Incorporation and By-Laws), to borrow money for the purpose of improving the Common Areas which it owns and in aid thereof to mortgage said properties;
- **4.2.2** the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures;
- **4.2.3** the right of the Association to dedicate or transfer title to all or any part of the Common Areas which it owns or to grant easements upon, over, across, through and/or under any portion of the Property known as Indian Spring to any public agency, authority, or utility;
- **4.2.4** all provisions of this Declaration, the Articles of Incorporation and By-laws of the Association;
- **4.2.5** rules and regulations governing use and enjoyment of the Common Areas which it owns as may be adopted by the Association from time to time;
- **4.2.6** restrictions, easements and other matters contained on any and all plats of the lands constituting Indian Spring;
- **4.2.7** the exclusive right to use Exclusive Common Areas which may be held by Owners of particular Parcels;
 - **4.2.8** obligations and restrictions imposed by governmental entity.

ARTICLE V DELEGATION OF MASTER RESPONSIBILITIES

The functions, duties, responsibilities, and powers of the Association, as to a particular Parcel or Parcels, may be delegated by the Association in whole or in part to and assumed by a Sub-Association owning the Common Areas or Exclusive Common Areas serving and benefiting such particular Parcel or Parcels at any time after such latter organizations are formed, provided only that the proper performance of such functions, duties, responsibilities and powers shall be a continuing condition and requirement for the efficacy of such delegation and assumption. The delegation of such responsibilities may be modified in whole or in part or revoked by the Board of Directors of the Association at its sole discretion.

ARTICLE VI SPECIAL TAXING DISTRICT

The Association covenants and agrees, and each Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree, in the event the Association shall cease to exist and its functions, duties, responsibilities, and powers have not been assumed by a municipality or by a Sub-Association, to the creation of a Special Taxing District by Palm Beach County to cover the costs of the maintenance and operation of the streets, street lights, canals and such other costs as the County shall determine.

ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENTS

- Section 7.1 <u>Creation of the Lien and Personal Obligation for the Assessments.</u> Every Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree as follows:
- **7.1.1** To pay to the Association: (1) the portion of annual assessments attributable to every Parcel owned by such Owner, (2) the portion of any special assessments for capital improvements, major repair, or other purposes, attributable to every Parcel owned by such Owner, and (3) any Exterior Maintenance Assessments attributable to every Parcel owned by such Owner. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.
- **7.1.2** No Owner may avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Association Property or by the abandonment of the Parcel.
- **7.1.3** Fully developed subdivision lots or condominium units shall be subject to a lien for such assessments in the same manner as other Parcels. A subdivision lot shall be deemed to be fully developed when all Required Improvements (as set forth in the "Subdivision and Platting Regulations of Palm Beach County, Florida") have been completed, or provided for by the posting of appropriate security with the County of Palm Beach, for the subdivision in which said lot is located and a condominium unit shall be deemed to be fully developed when a Certificate of Occupancy for the building in which said Unit is located has been issued by the appropriate governmental authority.
- **7.1.4** Purpose of Assessments. The annual assessment, which may include funds for special improvement projects and for capital improvements, shall be determined on a yearly basis by the Board of Directors of the Association and shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for providing improvement and maintenance of the Common Areas, including but not limited to, the cost of taxes, insurance, security, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The Association is not responsible for maintenance of the Exclusive Common Areas.
- Section 7.3 An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the Owner. Except as provided in Section 7.9 below, the Owner shall also be jointly and severally liable with the previous Owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided herein and in the Homeowners Association Act, as amended from time to time, for the collection of unpaid assessments.
- Section 7.4 Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Homeowners Association Act on assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Homeowners Association Act. The Association has a lien on each Parcel to secure the payment of assessments. The lien is effective from and shall relate back to the earliest date permitted by the Homeowners Association Act. All claims of lien must state the description of the Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien

shall secure (whether or not stated therein) all unpaid assessments, which are due at the time a claim of lien is recorded, as well as all regular and special assessments or liens for charges which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorneys' fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel. The Association is entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of assessments as aforesaid, the Association may declare the assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 7.13 below.

Section 7.5 An Institutional First Mortgagee acquiring title to a Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Homeowners Association Act, as amended from time to time. If any unpaid share of Common Expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

Section 7.6 <u>Special Assessments.</u> Special assessments for capital improvements, repairs or other purposes may be levied by the Board of Directors of the Association from time to time and shall be payable in such manner as may be determined by the Board of Directors.

Section 7.7 Exterior Maintenance Assessments. In addition to maintenance upon the Common Areas, the Association may provide exterior maintenance upon any Parcel or upon any structure on any Parcel which in the Association's opinion requires such maintenance because said Parcel or structure is being maintained in a substandard manner, as determined by the Board of Directors, for a community within Indian Spring. The Association shall notify the Owner of said Parcel in writing, and shall notify the Sub-Association, if any, formed in connection with the development of the tract of real estate in which said Parcel is located in writing, delivered to an officer thereof, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within thirty (30) days after the date of said notice, the Association may, but is not obligated to, correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Notwithstanding any provision to the contrary in this Declaration, when a Parcel is abandoned, after one attempt at notification of the Parcel owner via certified mail, the Association may, but is not obligated, to take steps to maintain any portion of the Parcel, including but not limited to the exterior and interior of the Parcel when the Sub-Association, if one exists for that Parcel, has failed to take such action. Whenever the Association is permitted or required by this Declaration to enter the boundaries of any Parcel or the interior of any structure on any Parcel for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

7.7.1 For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel or exterior of any living unit or other structures or improvements located on Indian Spring at reasonable hours on any day except Saturday and Sunday,

except in an emergency.

- 7.7.2 The cost of such exterior maintenance shall be assessed against the Parcel upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment. Any such special assessment or charge shall be a lien for charges upon the Parcel and an obligation of the Owner and shall become due and payable in all respects together with interest and late fees at the highest amounts permitted by law, as amended from time to time, attorneys' fees and costs of collection as provided for other assessments of the Association. This lien shall be foreclosable in the same manner as all other liens for assessments and special assessments.
- Section 7.8 Apportionment of Assessments. With the exception of the Exterior Maintenance Assessments against a particular Parcel, the annual assessments and the special assessments provided for herein shall be apportioned among all Parcels not exempt (pursuant to the provisions of Section 7.10) from such assessments by a formula whereby (a) each Parcel which is a condominium unit shall be apportioned eight (8) shares, (b) each Parcel which contains less than ten thousand square feet of land shall be apportioned nine (9) shares, and (c) each Parcel which contains ten thousand or more square feet of land shall be apportioned ten (10) shares. Notwithstanding the foregoing, the cost of maintenance of Exclusive Common Area which are for the exclusive use of the Owners of particular Parcels shall be assessed only against the Owners of such particular Parcels and such assessment shall be a lien only upon such particular Parcels.
- **Section 7.9** General Provisions. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.
- **7.9.1** The due date of any special assessment or Exterior Maintenance Assessment thereof shall be fixed in the resolution authorizing such assessment.
- **7.9.2** The Association shall upon demand, and for such charge as it may determine from time to time, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth the status of assessments against the Parcel owned by such Owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- **Section 7.10** Exempt Property. The following property subject to this Declaration shall be exempted from all assessments and liens created herein: (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in this Declaration; (c) all properties exempted from ad valorem taxation by the laws of State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.
- **7.10.1** The following property subject to this Declaration shall be exempt from the annual assessments and special assessments, and from the liens created therefor, but shall not be exempt from any Exterior Maintenance Assessment or lien therefor: (a) any Parcel improved for non-residential use including, but not limited to, any parcel improved as a golf course or other recreational facility; (b) any land or improvements thereto constituting the Common Elements (as such term is defined in Chapter 718, Florida Statutes, as amended from time to time) which are appurtenant to condominium units which, as Parcels, are subject to a lien for assessments.
- **Section 7.11** <u>Delegation to a Sub-Association</u>. Subject to and pursuant to other restrictions which may be imposed by this Declaration or applicable law, the powers, rights and duties set forth in this Article VII may, with respect to certain Parcels, be delegated to and assumed by the Sub-Association which owns or operates the Common Areas or Common Elements serving and benefitting such certain Parcels.

- Section 7.12 The Association is hereby granted a lien against any rents derived from the Parcel which shall have the same priority as the Association's lien for unpaid assessments against the Parcel as further outlined in Section 7.15 of this Declaration. Except to the extent limited by the Homeowners Association Act, the lien on any rentals derived from the Parcel shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner is delinquent in the payment of any assessment or other monetary obligation due and payable to the Association by the Owner under this Declaration.
- **Section 7.13** If an Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.
- **Section 7.14** Any funds due and payable by the Association to an Owner under this Declaration of Maintenance Covenants, the Articles of Incorporation or the By-Laws, or under the Homeowners Association Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Homeowners Association Act.
- Section 7.15 Collection of Assessments from Rents Paid by Tenants. Notwithstanding any other provision in this Declaration to the contrary, the Association has the authority to collect tenant rents being paid to Owners of Parcels who are delinquent in their payment of Association assessments or any other monetary obligation. However, it is recognized that the Sub-Association where an Owner who is delinquent in the payment of any monetary obligation resides may also have a provision in its documents to collect tenant rents paid to Owners who are delinquent in their payments of assessments. Accordingly, if the Sub-Association's documents permit it to collect rents from tenants of delinquent Owners, then any rents collected by the Association under this provision first shall be shared equally with the Sub-Association, provided, however, the Sub-Association's documents have a reciprocal provision allowing for equal sharing of any such rents collected by it with the Association. If no such reciprocal provision exists, the rents shall first be applied to the delinquent assessments owed to the Association. Any monies remaining first shall be paid over to the Sub-Association to the extent the Parcel Owner still owes money to it, and then, if any monies are still remaining, to the Owner. The Association Board of Directors shall have the power to implement this section by establishing rules and regulations, if necessary, to carry out the intent of this provision.

Section 7.16 Working Capital Contribution.

- A. Upon the conveyance of each and every Parcel (as that term is defined in Section 1.15 herein), except as noted below, the purchaser(s)/Owner(s) shall pay to the Indian Spring Master Association at closing a onetime, non-refundable sum not to exceed two and one-half (2-1/2) time the Quarterly maintenance fee assessment chargeable to said Parcel by the Indian Spring Master Association, as a working capital contribution ("Contribution") to the Association, such sum to be determined by the Association Board of Directors from time to time. The Contribution shall not be considered an advance payment of assessments but shall be in addition thereto, and it shall be placed in a working capital fund so that the Association will have funds available for proper Association common expenses, operating expenses, or reserves, as determined by the Board of Directors from time to time.
- B. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title of a Parcel by deed or other means of title conveyance with or without valuable consideration, including but not limited to a transfer of possession and beneficial ownership by means of agreement for deed, operation of jaw, and inheritance, except as noted below.
- **C.** Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the working capital contribution:
 - (a) an intra-family conveyance made by an Owner to one or more members

of his or her Immediate Family;

- (b) any conveyance between one co-Owner to another co-Owner of the same Parcel. Such co-Owner shall be required to have been a co-Owner, with his or her name recorded on the title to the Parcel, as recorded in the Public Records of Palm Beach County, Florida, for at least six (6) months prior to such conveyance;
- (c) any conveyance to a trustee or the Owner's spouse or from a trustee to a resident owner or the Owner's Immediate Family member without a change in occupancy for estate planning or tax purposes; and
- (d) any conveyance of title to the Association, a Sub-Association, or an Institutional Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure. In addition, where a Sub-Association, by virtue of its governing documents, already collects a working capital contribution or similar charge upon the closing of a Parcel, The Indian Spring Master Association shall still be able to collect its separate working capital contribution at closing.

ARTICLE VIII GENERAL PROVISIONS

- **Section 8.1** <u>Duration.</u> The covenants and conditions of this Declaration shall run with and bind the land herein defined as Indian Spring and inure to the benefit the Association, the Owners, Mortgagees and their respective legal representatives, heirs, successors and assigns for an original term expiring on March 29, 2051 after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of the original term or any such ten (10) year extension thereof there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owners and at least two-thirds (2/3) of all Mortgagees holding mortgages encumbering Parcels (on the basis of one vote for each mortgage) agreeing to terminate this Declaration, upon which event, this Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension thereof during which the Termination Instrument is recorded.
- **Section 8.2** <u>Notices</u>. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person(s) who appears as a Member or Owner on the records of the Association at the time of such mailing. If the Parcel owned by a Member or Owner to whom notice is required to be sent is in a tract of real estate under the jurisdiction of a Sub-Association, then a copy of said notice shall be sent to such Sub-Association.
- Section 8.3 <u>Enforcement</u>. Enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver by any party of the right to do so thereafter. The non-prevailing party in any enforcement action shall pay reasonable attorneys' fees and costs at all trial, appellate and bankruptcy levels to the prevailing party.
- **Section 8.4** <u>Severability</u>. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.
- Section 8.5 <u>Subdivision Use Restrictions</u>. Subdivision use restrictions may be filed in connection with any plat of all or any part of Indian Spring provided same do not conflict with the

provisions hereof.

Section 8.6 <u>Effective Date.</u> This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

ARTICLE IX CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

In order to ensure the community of congenial residents and thus protect the value of the Parcel, the sale, leasing, rental, and transfer of Parcels by any Owner shall be subject to the following provisions:

- Section 9.1 <u>Transfers Subject To Approval</u>. If there exists a Sub-Association, such Sub-Association shall be responsible for screening and approving prospective sales and leases in accordance with their governing documents and in accordance with applicable law. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void. Any occupant of a Parcel that fails to meet and comply with the requirements of Article IX of this Declaration shall be deemed, without limitation, trespassing and must immediately vacate the premises.
- **9.1.1** All sales of Parcels except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Parcel or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.
- **9.1.2** All leases of Parcels, including all renewals and extensions of such leases, which may be conditioned upon the posting of a security deposit not to exceed one month's rent.
- **9.1.3** All transfers by gift, devise or inheritance to persons other than to Immediate Family members.
 - **9.1.4** Any other transfer of title to or possession of a Parcel.
- Notice to Association. Prior to approving any transfer subject to approval Section 9.2 hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer provided together with (i) a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed lease in the case of a lease, a copy of a proposed personal representative's deed and letters of administration in the event of a transfer by devise; (ii) an application fee in the amount of Two Hundred Fifty Dollars (\$250.00) per applicant (married spouses will be considered a single applicant), or such greater amount as determined by the Board of Directors from time to time, to be used for the purposes of the intended transfer, including, but not limited to, performing background checks and credit checks of the proposed transferee(s) and any other intended occupants of the Parcel: (iii) a copy of any other documentation and information pertaining to a proposed transfer subject to approval hereunder and/or the proposed transferee(s) and any other intended occupants of the Parcel, which the Association may reasonably require; and (iv) completed applications on forms prescribed by the Association. The Board of Directors may require a personal interview with the proposed transferee(s) and any other intended occupants of the Parcel. As this is a Housing for Older Persons Community, proof of age shall also be required of all prospective occupants in the manner outlined for obtaining such information found in applicable Federal and State laws, as either is amended from time to time. The Association has the authority but not the obligation to conduct background investigations on prospective purchasers, tenants and Parcel Occupants, pursuant to the requirements of the Fair Credit Reporting Act, as amended from time to time, including but not limited to financial and criminal background investigations.
- Section 9.3 <u>Association's Election</u>. Within thirty (30) days of receipt of the last of the information required pursuant to Section 9.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall

constitute automatic approval for the proposed transfer.

- 9.3.1 Approval. In the event the Association approves the transfer, in the case of a lease, the Association shall notify the transferor and transferee of its approval in writing. In the case of all other transfers, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.
- Disapproval. In the event the Board of Directors disapproves a proposed sale or 9.3.2 transfer by gift, devise or inheritance, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 9.2 hereof, provide the Owner with an executed contract from the Association or another person or persons acceptable to the Association, which contract must provide for the purchase of the Parcel on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association or, if the conveyance or transfer was a gift, devise or other transfer without consideration, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Parcel Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Parcel Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Section 9.3.1 above.
- **9.3.3** If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer, the Association shall not be obligated to purchase or provide a substitute purchaser for the Parcel or assume any liability for a denial of such proposed sale, conveyance or transfer. Good cause shall be defined to include the following:
- **9.3.3.1** The person seeking approval (which shall include all proposed occupants) ("applicant") fails to qualify for membership or occupancy in the Association, including, but not limited to, those applicants who fail to qualify for membership or occupancy because of the restrictions on use, occupancy or ownership set forth in this Declaration including but not limited to the restrictions imposed by Article II of this Declaration, the Bylaws, the Articles, and/or the Rules and Regulations, as same may be amended from time to time; or
- 9.3.3.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a felony within the last ten (10) years or a felony at any time which involved violence to persons or property; or a felony at any time where the victim was a minor; or a felony or first degree misdemeanor within the last five (5) years where such person was convicted of the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802); or
- 9.3.3.3 The person(s) seeking approval (which shall include all proposed occupants) is a registered sexual offender or sexual predator pursuant to Florida law or pursuant to any other jurisdiction; or
- **9.3.3.4** The Owner allows the person(s) seeking approval (which shall include all proposed occupants) to take possession of the Parcel prior to approval by the Association as provided for herein; or
- 9.3.3.5 The person(s) seeking approval (which shall include all proposed occupants) has a history of violating the Association's governing documents, or a history of disruptive behavior or disregard for the rights and property of others as evidenced by her or his conduct in this Community or any other association or community, whether as a lessee, guest, owner or occupant of a Parcel or of a unit within any such other association or community; or

- **9.3.3.6** The person(s) seeking approval (which shall include all proposed occupants) failed to provide the information, fees or appearance required pursuant hereto; or
- 9.3.3.7 The person(s) seeking approval (which shall include all proposed occupants) misrepresents or includes any false information on any of the application materials submitted to the Association; or
- 9.3.3.8 The person(s) seeking approval (which shall include all proposed occupants) has a record of financial irresponsibility, including but not limited to, prior bankruptcies, foreclosures, evictions, bad debts, charge offs, a poor credit rating, and/or a FICO credit score of less than 650; or has a history of non-payment of assessments or other financial obligations to this or any other association or community; or is otherwise demonstrated to be a clear financial risk to the Association or does not have adequate financial resources available to meet her/his obligations to the Association.
- 9.3.4 <u>Lease</u>. In the event the Board of Directors disapproves a lease, the lease shall not be made and the proposed lessee shall not take occupancy of the Parcel.
- **9.3.4.1** No Owner who purchases a Parcel or otherwise acquires title to a Parcel shall be entitled to lease his or her Parcel until such Owner has owned the Parcel for a period of twelve (12) months, which twelve (12) month period shall commence upon the date title was acquired.

For purposes of this Section, where an Owner acquires title to a Parcel and there is an existing tenant residing in the Parcel under a lease agreement with the previous owner, such tenant shall be allowed to reside for the remainder of the lease term but must leave the property upon the end of the then-existing lease agreement. The twelve (12) month restriction on renting the Parcel will then commence upon the termination of any such existing lease agreement in place at the time the Owner acquires title to the Parcel.

The twelve (12) month restriction on leasing shall not apply to the Association or a Sub-Association, in the event the Association or Sub-Association, as applicable, takes title to a Parcel as a result of foreclosure, deed in lieu of foreclosure or otherwise. Further, the twelve (12) month restriction herein on leasing shall not apply where an institutional mortgagee has taken title to a Parcel as a result of a foreclosure or deed in lieu of foreclosure.

Additionally, this twelve (12) month restriction on leasing shall not apply where title is acquired by an Immediate Family member of the Owner, or where title to the Parcel has been transferred or otherwise conveyed to a trust for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, such twelve (12) month restriction herein on leasing shall not apply where title is acquired by one spouse from another spouse through a judgment or decree of divorce.

- **9.3.4.2** No lease will be approved unless and until all financial obligations to the Association are brought current or are satisfied, as the case may be. No lease will be approved if the Parcel, and/or the Owner thereof, is in violation of any provision of this Declaration, the Articles, the Bylaws, and/or the Rules and Regulations, which violation remains uncured at the time an application is made hereunder.
- **9.3.4.3** Leases may be for no less than three (3) months or for no more than twelve (12) months. The foregoing restrictions on the duration of a lease shall apply as a default to any Parcels that do not have leasing durations imposed by the governing documents of a sub-association.
- 9.3.4.4 Lease agreements must provide, and to the extent not expressly stated in the lease agreement shall be deemed to provide, that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles, Bylaws and the Rules and Rules and Regulations of the Association, as same may be amended from time to time. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease

agreement.

9.3.4.5 There shall be no subleasing of a Parcel, and no portion of a Parcel (other than the entire Parcel) may be rented. In addition, no transient tenancies shall be allowed, such as, but not limited to, a lease, license or other transfer or tenancy through an organization such as Air BNB, VRBO, or any other similar entity, website or organization, and it shall be considered a violation of this provision to list or post a Parcel on any such website or through any such company, agency or organization. Further, other than the Immediate Family members of the lessee, there shall be no more than two (2) occupants per bedroom at any given time, and bedrooms shall be defined as those rooms that were originally constructed as bedrooms at the time a Certificate of Occupancy was issued for the Parcel.

9.3.4.6 Guests shall be those individuals who are not Owners, tenants, or approved occupants of a Parcel and who occupy a Parcel for a period of less than thirty (30) days cumulatively in a calendar year. Persons occupying a Parcel for a period greater than thirty (30) days cumulatively in a calendar year shall be deemed a tenant of said Parcel, regardless of the non-payment of consideration for such occupancy, and therefore, prior to the expiration of such initial thirty (30) cumulative day period when such person was considered a tenant, such person(s) must be approved by the Association in the manner set forth herein this Article IX.

- **9.3.5** A Sub-Association may only permit a sale, lease or transfer of a Parcel if such sale, lease, or transfer is subsequently approved by the Association.
- **9.3.6** The approval or disapproval of a prospective owner, tenant, or occupant of a Parcel shall not be construed as an acknowledgment or representation on the part of Association or its officers, directors or agents as to the legality of the lease or sales agreement or any portion thereof.
- **Section 9.4** <u>Multiple Parcel Ownership.</u> Notwithstanding any other provision within this Declaration, the Articles, or the Bylaws, no person(s) shall, either directly or indirectly, own more than one (1) Parcel, or any interest therein, except in the event an Owner obtains ownership interest to a second Parcel by devise or inheritance.

Provided, however, the Association has the right and authority to permit the temporary ownership of a second Parcel by an existing Owner or Owners in good standing with the Association, subject to strict conformance with all of the following:

- (i) The purchase of a second Parcel is for the purpose of moving to a new Parcel within ISMA.
- (ii) All Owners on the deed for the second Parcel must sign a notarized affidavit affirming the purchase of the second Parcel is for the purpose of moving to a new Parcel within ISMA and the affiant(s) intend to sell and otherwise fully divest title to the first Parcel within the timeframe required by ISMA in connection herewith.
- (iii) The Owner(s) must execute a sale, transfer, or other conveyance and change of title on the existing Parcel no later than six (6) months following the closing date on the newly acquired Parcel (the "Transfer Deadline"). For purposes hereof, the phrase "sale, transfer or other conveyance" means any method that changes legal and equitable ownership of the Parcel; leasing or any other form of mere change in occupancy of the Parcel is expressly excluded from the meaning of such phrase. Any other occupancy of the former Parcel in lieu of transfer of title is strictly prohibited. Any sale, transfer or other conveyance must comply with requirements in the Declaration and Rules & Regulations. The Parcel must be listed for sale under reasonable Fair Market Value, as determined by the Current Market Analysis Report completed by the Owner's (or Owners') listing agent ("C.M.A. Report").

- (iv) The Owner(s) must, within ten (10) days following the Transfer Deadline, provide to the Association written proof of transfer of title using a "Transfer of Title form" promulgated by the Board from time to time
- (v) The Owner(s) may, no less than thirty (30) days prior to the Transfer Deadline, request a one-time six (6) month extension of the Transfer Deadline, using a "Request for Extension of Title Transfer form" promulgated by the Board from time to time. In order for the Board to consider such an extension request, the Owner(s) must submit a copy of the CMA Report together with the required request form. The Board may, in its sole discretion, grant such a request, as determined in the Board's sole discretion.
- (vi) The Board may, from time to time, adopt additional rules and regulations governing the conditions, requirements, and procedures of this limited exception to Section 9.4.

Section 9.5 Ownership by Entity. No Parcel, or interest therein, shall be sold. transferred, conveyed, or otherwise titled in the name of a corporation, limited liability company, partnership, association, or other entity, except when titled as follows: (i) in the name of a trust or family entity created for bona fide estate planning purposes only; or (ii) in the name of the Association, a Sub-Association, or an Institutional First Mortgagee, as applicable, obtaining title to a Parcel by foreclosure. Or deed in lieu of foreclosure of its assessment lien or its mortgage, as applicable.

Section 9.6 Notwithstanding Section 9.5 hereinabove, a Parcel may be acquired in the name of a limited liability company ("LLC") for the sole and limited purpose hereof this Section 9.6, subject to and in strict conformance with all of the following requirements:

- (i) approval of such acquisition of title to the Parcel is obtained in conformance with Sections 9.2 and 9.3 hereinabove;
- (ii) the LLC does not mortgage, pledge, or otherwise encumber title to the Parcel, whether in the acquisition of title to the Parcel, the financing of renovations of the Parcel, or otherwise;
- (iii) the LLC spends at least \$50,000.00 in renovating the Parcel;
- (iv) to the extent required pursuant to Article III hereof, the LLC obtains ARB approval for such renovation(s);
- (v) renovations on the Parcel are completed within the earlier of (a) one (1) year after the LLC's acquisition of title to the Parcel; or (b) to the extent applicable, one (1) year after the LLC's receipt of ARB approval of proposed renovation(s) to the Parcel;
- (vi) the LLC must at all times comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, including the requirement to timely pay any and all assessments as they become due and the proper maintenance of the Parcel;
- (vii) the LLC does not rent the Parcel or otherwise permit or suffer any occupancy of the Parcel;
- (viii) the LLC, upon request by the Association, permits the Association's inspection of the inside of the home or unit in order for the Association to determine whether the LLC is complying with all applicable requirements of this Section 9.6; and
- (ix) the LLC sells or otherwise transfers title to the Parcel, in conformance with Sections 9.2 and 9.3 above, upon completion of the renovation(s) to

the Parcel.

The Board of Directors may, in its sole discretion, from time to time modify the requirements in this Section 9.6, either by amendment to this Section 9.6 or by corporate resolution, without the requirement of further approval of the membership. Any such amendment or corporate resolution shall become effective upon recording in the Public Records of Palm Beach County, Florida.

ARTICLE X RESIDENTIAL RESTRICTIONS

- **Section 10.1** Parcels, subject to these Restrictions, may be used for residential use only and for no other purposes.
- 10.1.1 Nothing herein contained shall restrict the building and maintaining of a country club, including one or more golf courses, tennis courts, swimming pool, fitness center, and facilities associated therewith such as pro shops, locker rooms, dining facilities, lounge and meeting rooms.
- 10.1.2 <u>Temporary Buildings</u>. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Parcel. However, the foregoing shall not restrict or prevent the use of temporary facilities by the Association for official business or functions as may be necessary from time to time.
- 10.1.3 <u>Trash and Garbage</u>. No lumber, metals, bulk materials, refuse, trash or dumpsters shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any structure approved in accordance with guidelines created by the Board of Directors or the Architectural Review Board.
- **10.1.4** Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
- **10.1.5** <u>Nuisances.</u> No illegal acts may be committed on the Property nor may anything be done which is or threatens to become a source of unreasonable annoyance or nuisance to residents of the Parcels. Any question with regard to the interpretation of this Section 10.1.5 shall be decided by the Association's Board of Directors, whose decision shall be final.
- 10.1.6 <u>Solicitations / Garage Sales</u>. No one may actively engage in any solicitations, including but not limited to the posting of signs throughout the Community and door-to-door solicitation for commercial purposes or any other purpose within Indian Spring. This prohibition on solicitation extends to the Parcels operated by the various Sub-Associations. No solicitors of any kind shall be allowed entry into Indian Spring without the prior written consent of Association's Board of Directors. No garage sales are permitted without the express written authorization of the Association's Board of Directors, which may be withheld at its sole discretion. This paragraph 10.1.6 does not apply to the Association.
- 10.1.7 No weeds, underbrush, landscaping debris, or other unsightly growths shall be permitted to grow or remain upon any Parcel and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event an Owner shall fail or refuse to keep his Parcel free of weeds, underbrush, sight obstruction, or refuse piles or other unsightly growths or objects, then the Association may, but is not obligated to, enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except however that the Owner shall be given 30 days prior written notice of such action. The cost of such work shall become a Lien for Charges against the Parcel and Parcel Owner which may be foreclosed in the same manner as all other assessments, and special assessments as provided elsewhere in this Declaration.

10.1.8 Parking and Vehicle Restrictions

- (A) No commercial vehicle of any kind, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non- personal use or a vehicle used for commercial purposes shall be parked, kept or stored in the Community, whether on a driveway or street, except for construction or service vehicles temporarily present on business. Bumper stickers on bumpers, car manufacturer names and brands, logos or symbols affixed by the manufacturer, and parking decals for communities are excluded from this prohibition as are government vehicles with marking such as police cruisers. While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.
- (B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Properties unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semitrailers, campers, buses, motor homes, mobile homes, truck campers, van, other than passenger vans (passenger vans must have windows on all body panels) and the like are permitted to be parked in the Properties for loading and unloading purposes only.
- (C) Motor vehicles shall not be parked anywhere other than on paved or other areas designated for that purpose, or in garages or carports. Parking on lawns or landscaped areas is prohibited. Overnight parking on the street by any vehicles, including but not limited to automobiles, trucks or cargo vans is also prohibited. Trucks and cargo vans (vans without windows on all body panels) must be kept unless such vehicles are kept within a fully enclosed garage. The Board of Directors may from time to time, permit overnight parking in other areas other than as designated above, under special circumstances, including but not limited to when a driveway is being resealed or repainted.
- (D) Motor vehicles shall not be used as a domicile or residence, either permanent or temporary.
- **(E)** The Board may adopt supplemental Rules and Regulations from time to time regarding parking which do not conflict with the foregoing provisions of this Article 7.17 and to interpret and enforce these provisions, including rules defining the terms used herein.
- (F) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any Parcel in such a manner as to be visible from any point on any adjacent Parcel or the street. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired, or kept under cover on any Parcel in such a manner as to be visible from any point on an adjacent Parcel or the street.
- **(G)** All vehicles must be parked with the front of the vehicle facing the parking stop. Backing vehicles into a parking space is prohibited.

- **10.1.9** Towing. All vehicles parked on the property contrary to the provisions contained herein or the parking rules and regulations as may be promulgated by the Board of Directors from time to time, shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended and renumbered from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.
- 10.1.10 <u>Walls or Fences</u>. No wall, fence, hedge, or similar structure shall be placed, constructed, erected or permitted on any Parcel except with the express written permission of the Association.
- 10.1.11 <u>Clothes Drying Area</u>. Except as permitted by applicable law, no portion of any Parcel shall be used as a drying or hanging area for laundry of any kind unless such location is approved by the Architectural Committee in accordance with applicable law.
- 10.1.12 <u>Shutters, Aerials and Mailboxes</u>. Except as permitted by applicable law, no exterior radio, television or other antenna or aerial may be erected or maintained in Indian Spring except that a master antenna system or systems may be constructed and maintained by the Association, and except that a citizens band antenna, extending to a height of not more than forty-eight inches (48") above the highest point of the roof, may be erected and maintained on a building located on a single family lot. The use of hurricane or storm shutters shall be regulated by the various Sub-Associations in accordance with applicable law. No mailboxes shall be installed unless the mounting and type is approved by the Architectural Committee and the Sub-Association or Property Owners Association.
- 10.1.13 <u>Plan Approval.</u> No building or structure, wall, swimming pool, terrace or barbecue pit, or other structure or addition thereto shall be placed upon the aforesaid land or any part thereof, nor shall construction thereof commence unless and until the plans and specifications therefore, which shall be in accordance with all applicable governmental building codes, and the plot plan have been submitted to and approved in writing by the Architectural Committee. Each such building, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved.
- **10.1.14** Approval upon review of the above items will constitute a preliminary approval. Upon completion of construction documents, the Owner shall submit a landscape plan with the completed documents to the Architectural Committee. No stone, gravel or paving of any type shall be used as a lawn unless approved as a part of the landscaping plan. The final construction documents and the landscape plans constitute the documents for final review and approval.
- 10.1.15 Refusal of approval of plans and specifications by the Architectural Committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and absolute discretion of the Architectural Committee shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the Architectural Committee. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other structure shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.
- **10.1.16** Plat Approval. All plats affecting property in Indian Spring shall be submitted to and approved by the Architectural Review Board prior to submission to governmental authorities.
- **10.1.17 Drainage.** No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.
- **10.1.18** <u>Underground Wires</u>. All lines or wires, for communication or for the transmission of electrical current or signals, which are not located in buildings, shall be constructed or placed and maintained underground.
 - 10.1.19 Animals. Only dogs, cats, fish and birds in cages may be kept on or within the

dwelling units on any Parcel. No other type of pet or animal including but not limited to horses (full sized or miniature), cattle, wildlife, swine, goats, rodents, arachnids, snakes, poultry, fowl shall be kept on any Parcel or on the Common Areas. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. The Association may, from time to time, publish and impose reasonable regulations regarding pets, including but not limited to setting forth the type and number of animals that may be kept on any Parcel. Each Sub-Association may promulgate regulations which are stricter than the provisions of this paragraph.

- advertisements of any kind, including without limitation those of Realtors, candidates for election to public office, contractors or subcontractors, shall be erected anywhere within the Community without the written consent of the Board of Directors or the Architectural Review Board, except signs used or erected by the Association, entry and directional signs installed by the Association, and signs required by law. This prohibition applies equally to signs displayed from within Parcels or from within or on motor vehicles, including but not limited to magnetic signs. Permission shall not be granted to erect a sign on any Parcel or residential dwelling, unless the sign is necessary to comply with the law or to avert serious hardship to the Owner of such Parcel or residential dwelling. If permission is granted to any person to erect a sign within the Community, the Board reserves the right to restrict size, color, lettering, placement, and duration of posting. The Board of Directors shall have the right to erect signs as it, in its discretion, deems appropriate. If any sign is erected in violation of this Section, the Association shall have the right to enter the Parcel on which the sign is located, without notice, and remove it. This entry onto the Parcel to remove a sign shall not be deemed a trespass and the taking of a sign in violation of this restriction shall not be considered a theft of the sign.
- **10.1.21** <u>Business</u>. Under no circumstances may any Parcel be used for any business and/or other non-residential purpose which would cause a level of noise, odor, increased vehicular and/or pedestrian traffic, debris, nuisance (as determined in the sole discretion of the Board), or other activity inconsistent with residential use.
- 10.1.22 <u>Maintenance of Parking Areas, Etc.</u> All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. None of these areas shall be of a color other than that approved by the Architectural Committee of the Board of Directors.
 - 10.1.23 Setback. Minimum setbacks shall be those required by Palm Beach County.
- 10.1.24 <u>Maintenance of Landscaped Areas</u>. All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with comparable healthy plant materials by the Parcel Owner or the Sub-Association at their sole cost and expense.
- Section 10.2 Restrictions and Covenants Running With the Land. The agreements, covenants and conditions set forth in these Restrictions shall constitute an easement and servitude in and upon said land and every part thereof and they shall run with the land and shall inure to the benefit of and be enforceable by the Association, and any Owner. Failure to enforce any of the restrictions, covenants and conditions hereof, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid as to any breach or violation thereof occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.
- Section 10.3 <u>Compliance and Default.</u> Each Parcel Owner and every occupant, lessee, guest, agent, employee or contractor of a Parcel Owner and the Association shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Parcel Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Chapter 720, Florida Statutes (2023):

- **10.3.1** <u>Damage to Property.</u> A Parcel Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Area, the Parcel or the Parcel Owner's personal property, or to the personal property of the Association or other Parcel Owners, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any tenant or the Parcel owner or tenant's family members or his or her guests, agents, employees or contractors. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel enforceable in the same manner as an assessment under this Declaration and the Homeowners Association Act.
- 10.3.2 <u>Compliance</u>. In the event a Parcel Owner or occupant fails to comply with such Parcel Owner's obligations under any provision of this Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Parcel Owner and the Parcel for the sums necessary to do whatever work is required to put the Parcel Owner or Parcel in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel, enforceable in the same manner as assessments levied under this Declaration.
- 10.3.3 Fines. In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a fine against the Parcel Owner and the Parcel. The amount of any singular fine shall be determined by the Board of Directors of the Association but in any event shall not exceed any maximum amount permitted by the Chapter 720, Florida Statutes (2023). The Association is hereby empowered to impose a lien for unpaid fines, subject to the limitations set forth in Chapter 720, Florida Statutes (2023). Furthermore, there shall be no limitation upon the amount of a total fine which may accumulate when a violation is continuing in nature and a fine is levied for each day of the continuing violation.
- 10.3.4 <u>Suspension of Use Rights</u>. In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By- laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a suspension of the rights of the Parcel Owner or the Parcel Owner's family members, guests, lessees, invitees, or any other person occupying the Parcel from using any portion of the Common Area, except to the extent prohibited by Chapter 720, Florida Statutes (2023).
- **10.3.5** <u>Suspension of Voting Rights</u>. The Association may suspend the voting rights of the Parcel Owners for non-payment of monetary obligations to the Association to the extent and in the manner provided in Chapter 720, Florida Statutes, as the same may be amended from time to time.
- 10.3.6 <u>Costs and Attorneys' Fees</u>. In any proceeding arising because of an alleged failure of a Parcel Owner or the Association to comply with the requirements of Chapter 720, Florida Statutes (2023); and/or this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 10.3.7 No Waiver of Rights. The failure of the Association or any Parcel Owner to enforce any covenant, restriction or other provision of Chapter 720, Florida Statutes (2023); and/or this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
 - 10.3.8 Election of Remedies. All rights, remedies and privileges granted to the

Association or a Parcel Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

XI GENERAL PROVISIONS

- 11.1 <u>Compliance with Applicable Laws</u>. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, Rules and Regulations of the State of Florida and Palm Beach County.
- 11.2 <u>Conflicts.</u> In the event of a conflict between any term or provision in the Association documents, unless otherwise provided by applicable law, as amended from time to time, superiority, control and priority of the terms and provisions shall be established in the following order: (1) Declaration, (2) Articles of Incorporation, (3) the Bylaws, and (4) Architectural Guidelines, and (5) Rules and Regulations.

XII AMENDMENTS

12.1 Amendments to this Declaration

- 12.1.1 An amendment or amendments to this Declaration of Covenants, Conditions and Restrictions may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors. The amendment or amendments proposed by the Board must be approved by an affirmative vote of not less than two-thirds (2/3rds) of the votes cast by the Members present, in person or by proxy, in order for such amendment or amendments to become effective. In lieu of a members' meeting, this Declaration may be amended by written consent in lieu of a meeting, as such requirements are provided in Chapter 617, Florida Statutes, as amended or renumbered from time to time, as long as at least the number of eligible voting interests which would constitute a quorum at a members' meeting participates in the written consent vote.
- 12.1.2 The preceding sentence notwithstanding, these RESTRICTIONS may NOT be amended to provide for mandatory membership in the Indian Spring Country Club, Inc. (either for current or future residents of Indian Spring) except only, if permitted by law, by (a) an affirmative vote of the majority of the Board of Directors of the association and (b) an affirmative vote of at least sixty-five (65) percent, or such greater percentage as may be required by law, of all Indian Spring residence owners authorized to cast the vote for the unit, and (c) if required by law, an affirmative vote of all record owners of liens on the affected parcels. For the purpose of voting on this particular amendment only, each residence owner authorized to cast the vote for the unit shall be entitled individually to cast one vote only by written ballot, cast in person or by mail, for each parcel owned by him or her. Such voting shall take place at a duly called Special meeting for the purpose of effecting such amendment. Neither this sentence nor the preceding three sentences may be altered, amended, or revoked except only an affirmative vote of a majority of the Board of Directors and an affirmative vote of at least sixty-five (65) percent of all Indian Spring residence owners authorized to cast the vote of the unit.
- **12.1.3** Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.
- **12.1.4** The Board of Directors shall be able to amend this Declaration to correct any scrivener's errors without the requirement of further approval of the membership, by filing the revised text in the Public Records of Palm Beach County, Florida.

XIII MISCELLANEOUS

- **Assignment.** Any or all of the rights, powers and obligations, easements and estates reserved or given to the Association may be assigned by the Association and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment, the Association shall be relieved and released of all responsibility hereunder.
- **13.2** <u>Usage.</u> Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.
- 13.3 <u>Effective Date</u>. This Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions shall become effective upon its recordation in the public records of Palm Beach County, Florida.

EXHIBIT "A"

The East one-half of Section 34, Township 45 South, Range 42 East; the West one-half of Section 35, Township 45 South, Range 42 East; the Northeast one- quarter of Section 35, Township 45 South, Range 42 East, LESS the North 600 feet of the East 433 feet of said Section 35 and LESS all that part of the East 862.60 feet of said Section 35 lying South of the North 720 feet of said Section 35.



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OR BK 31819 PG 0865 RECORDED 10/14/2020 14:44:11 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pss 0865 - 927; (63pss)

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Jeffrey A. Rembaum, Esquire Kaye Bender Rembaum, P.L. 9121 N. Military Trail, Suite 200 Palm Beach Gardens, FL 33410

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CERTIFICATE OF RECORDING SECOND AMENDED AND RESTATED BYLAWS OF INDIAN SPRING MASTER ASSOCIATION, INC. AND RULES & REGULATIONS

RECITALS

WHEREAS, the Declaration of Maintenance Covenants for Indian Spring was recorded in the Official Records of Palm Beach County, Florida in Official Records Book 2522, Page 880, and the Restrictions for Indian Spring were recorded in the Official Records of Palm Beach County, Florida in Official Records Book 2488, Page 1677; and

WHEREAS, the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring are recorded in the Official Records of Palm Beach County, Florida in Official Records Book 26356, Page 1, as amended from time to time (the "Declaration"); and

WHEREAS, the Amended and Restated Articles of Incorporation (the "Articles") and the Amended and Restated Bylaws of Indian Spring Master Association, Inc., as amended from time to time (the "Bylaws"), are attached as exhibits to the Declaration; and

WHEREAS, pursuant to Section 9 of the Bylaws, the Bylaws may be amended upon the approval of not less than a majority of the entire Board of Directors of the Association (the "Board"); and

WHEREAS, on July 15, 2020, at a properly noticed meeting of the Board, the Board approved the Second Amended and Restated Bylaws of Indian Spring Master Association, Inc. in accordance with Section 9 of the Bylaws; and

WHEREAS, in accordance with Section 4.2.5 of the Declaration, Section 4.2.G of the Articles, and Section 4.1.d of the Bylaws, the Board has the authority to adopt and publish rules and regulations governing the use of the "Common Areas" and "Parcels" (as such terms are defined in the Declaration) and the personal conduct of members of the Association and their guests and for all other lawful purposes; and

WHEREAS, effective July 1, 2018, section 720.301(8)(c), Florida Statutes, was amended such that the term "Governing Documents" includes, inter alia, the "rules and regulations adopted under the authority of the recorded declaration, articles of incorporation, or bylaws and duly adopted amendments thereto;" and

WHEREAS, Section 720.306(1)(e), Florida Statutes, provides,

(e) A proposal to amend the governing documents must contain the full text of the provision to be amended and may not be revised or amended by reference solely to the title or number. Proposed new language must be underlined, and proposed deleted language must be stricken. If the proposed change is so extensive that underlining and striking through language would hinder, rather than assist, the understanding of the proposed amendment, a notation must be inserted immediately preceding the proposed amendment in substantially the following form: "Substantial rewording. See governing documents for current text." An amendment to a governing document is effective when recorded in the public records of the county in which the community is located.

WHEREAS, on August 27, 2020, at a properly noticed meeting of the Board, the Board approved the Rules & Regulations, as a substantial rewording of the previous rules and regulations of the Association, in accordance with Section 4.2.5 of the Declaration, Section 4.2.G of the Articles, and Section 4.1.d of the Bylaws.

NOW, THEREFORE, the undersigned hereby certifies that the following Second Amended and Restated Bylaws of Indian Spring Master Association, Inc. and Rules & Regulations are a true and correct copy of same adopted by the Board:

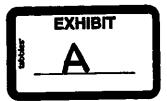
- 1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein.
- 2. <u>Bylaws</u>. The Bylaws are hereby amended as set forth in the Second Amended and Restated Bylaws of Indian Spring Master Association, Inc., attached hereto and incorporated as if fully set forth herein as **Exhibit "A"**.
- 3. Rules. The Rules & Regulations, attached hereto and incorporated as if fully set forth herein as Exhibit "B", evidence the current rules and regulations of the Association. Substantial rewording. See governing documents for current text.

SECOND AMENDED AND RESTATED BYLAWS OF INDIAN SPRING MASTER ASSOCIATION, INC.

- 1. <u>Identity</u>. These are the SECOND AMENDED AND RESTATED BYLAWS OF INDIAN SPRING MASTER ASSOCIATION, INC., as may be amended from time to time (these "Bylaws"). Substantial rewording. See governing documents for current text. INDIAN SPRING MASTER ASSOCIATION, INC. (the "Association") is a corporation not for profit under the laws of the State of Florida, including, without limitation, Chapter 720 Florida Statutes, as may be amended from time to time, and is organized for the purpose of providing for the maintenance, care, and such other services for the master community known as "Indian Spring" located in Palm Beach County, Florida and for the "Sub-Associations" (as such term is defined in the "Declaration") which services are contracted for and provided by the Association. The seal of the corporation shall bear the name of the corporation, and the word "Florida", the words "Corporation not for profit", and the year of incorporation.
- 2. <u>Definitions</u>. All initially capitalized terms used herein which are defined in the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring, recorded in the Official Records of Palm Beach County, Florida, in Official Record Book 26356, Page 1, as amended from time to time (the "Declaration"), and not otherwise defined herein, shall have the same meanings as defined in the Declaration.

3. <u>Members and Member Meetings</u>.

- 3.1 <u>Membership</u>. The qualifications for membership, the manner of admission to the membership, and the termination of membership shall be as set forth in the Association's Amended and Restated Articles of Incorporation, recorded together with the Declaration, as may be amended from time to time (the "Articles"). When more than one (1) person is an Owner of any Parcel, all such persons shall be Members of the Association. An Owner of more than one (1) Parcel shall be deemed to own that number of memberships which is equal to the number of Parcels owned by that Owner.
- 3.2 <u>Voting Rights</u>. There shall be one (1) vote allocated per Parcel. The vote of a Parcel shall not be divisible.
- a. <u>Votes of Non-Condominium Parcels</u>. On all matters upon which the membership shall be entitled to vote, the Owners of non-condominium Parcels may cast the votes allocated to such non-condominium Parcels in person or by proxy. Any Owner owning more than one (1) non-condominium Parcel shall be entitled to the cumulative total of votes allocated to such non-condominium Parcels. If a non-condominium Parcel is owned by more than one (1) Owner, the vote allocated to such non-condominium Parcel shall be exercised as the Owners among themselves determine. If more than one (1) vote is received for any Parcel owned by more than one (1) Owner, then all such votes shall not be counted.



IN WITNESS WHEREFORE, this Certificate of Recording has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered	INDIAN SPRING MASTER ASSOCIATION,
Print Name: Julie M Since of	INC., a Elorida not for profit corporation By: A CONTROL OF TOTAL BANGET SZ Date: 10/9/2020
STATE OF FLORIDA)) ss: COUNTY OF PALM BEACH) The foregoing instrument was asknowled	drand hafara ma by magne of Vahysigat appearance of
online notarization, this 4th day of 10ct of	ng Master Association, Inc., a Florida not for prof
My Commission Expires: Nov. 6, 2023	PAMELA EASTON Notary Public - State of Florida Commission # GG 914285 My Comm. Expires Nov 8, 2023 Bonded through National Notary Assn.

- b. <u>Votes of Condominium Parcels</u>. On all matters upon which the membership shall be entitled to vote, the Owners of condominium Parcels shall be represented in all matters concerning the Association by a representative appointed by the Condominium Associations' Board of Directors, and, in the absence of such an appointment, by the President of the Condominium Association (the "Condominium Representative"). The Condominium Representative shall cast the all votes allocated to the Owners of condominium Parcels within such Condominium Representative's Condominium Association in person or by proxy to represent the interests of such Owners of condominium Parcels.
- 3.3 Annual Meeting. The annual meeting of the Members shall be held in February of each year, at a date, time, and location in Palm Beach County, Florida, to be determined by a majority of the Association's Board of Directors (the "Board"). The purpose of the annual meeting shall be to elect directors and to transact any other business authorized to be transacted by the Members.
- 3.4 <u>Special Meetings</u>. Special meetings of the Members shall be held at a date, time, and location in Palm Beach County, Florida, to be determined by a majority of the Board whenever called by the President or by a majority of the Board and must be called by the President upon receipt of a written request from a majority of the Members. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.
- 3.5 Notice of Member Meetings. Written notice of each meeting of the Members shall state the date, time, place, and purpose for which the meeting is called. A copy of such notice shall be delivered, mailed, or electronically transmitted to each Member to the mailing address, electronic mailing address, or facsimile number of the Member as it appears in the Association's official records not less than fourteen (14) days, nor more than thirty (30) days, prior to the date of the meeting, except in the event of an emergency. It is a Member's responsibility to advise the Association of changes to the Member's mailing address, electronic mailing address, or facsimile number. Proof of delivery, electronic transmission, or mailing of the notice shall be given by the affidavit of the person providing the notice, presented at the meeting, and filed upon execution among the official records of the Association. Any Member desiring to receive notice by electronic transmission must consent in writing to receiving notice by electronic transmission. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Association. Notice shall also be posted as determined by the Board, from time to time. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the official records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member.
- 3.6 <u>Order of Business</u>. The order of business at annual meetings of the Members and, as far as practical, at other Member meetings, shall minimally include the following:

- a. Call to order
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Election of directors
- f. Adjournment
- 3.7 Quorum and Decisions. At any duly called Member meeting, the presence, in person or by proxy, of not less than thirty percent (30%) of the total votes of the entire membership shall constitute a quorum of the Members. The acts approved by a majority of the quorum, except when approval by a greater or lesser number is of Members is required by the Declaration, the Articles, these Bylaws, or the Homeowners Association Act, shall be deemed the acts of the membership. Unless otherwise prohibited, Members may vote in person, by proxy, or by written consent in lieu of a meeting of the membership pursuant to the relevant provisions of Chapter 617, Florida Statutes, as amended from time to time.
- 3.8 Proxies. Except for elections of directors, votes may be cast in person or by proxy. To be valid, a proxy must: (i) be in writing; (ii) state the date on which the proxy was given; (iii) state the date, time, and place of the meeting for which it was given; (iv) be signed by the Owner giving the proxy; and (v) be filed with the Secretary by 9:00 a.m. the morning of the date on which the meeting is to be held. A proxy shall only be valid only for the particular meeting designated in the proxy or any lawful adjournment thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. If the proxy form so provides, the proxyholder may appoint, in writing, a substitute to act in the proxyholder's place. An executed facsimile appearing to have been transmitted by the Owner giving the proxy, or a photographic, photostatic, facsimile, portable document format (PDF), or equivalent reproduction of a proxy is sufficient to serve as proxy so long as the requirements of this Section 3.8 are satisfied.
- 3.9 Adjourned Meetings. If any meeting of the Members cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time to a date, time, and place certain until a quorum is present. Any business which might have been transacted at the meeting originally called may be transacted at any adjourned meeting thereof without further notice. If for any reason a new date must be fixed for reconvening the meeting after adjournment, notice of the meeting and place for reconvening the meeting shall be given to the Members in the manner prescribed for meetings of the Members.
- 3.10 <u>Presiding Officer</u>. At meetings of the Members, the President shall preside, or in the President's absence, the Vice President shall preside, or in the absence of both, the directors present shall designate a chairperson.

3.11 Member Attendance and Participation. Subject to the relevant provisions of the Homeowners Association Act, Members have the right to attend all meetings of the Members. No tenants or guests are permitted to attend any meeting of the Members unless otherwise specifically approved in writing by the Board. Members in attendance shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to a vote on such designated agenda items. All Member statements must be made in a respectful and businesslike manner. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, in the sole discretion of the chairperson, the Owner may be deemed to have voluntarily abrogated such Owner's right to speak for the remainder of the meeting or may be expelled from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Owner statements as it deems appropriate.

Board of Directors.

- 4.1 <u>Directors</u>. All of the powers and duties of the Association, pursuant to applicable law, the Declaration, the Articles, and these Bylaws, shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by Members when such is specifically required. The Board shall consist of not less than five (5) directors, nor more than eleven (11) directors, as determined by the Board from time to time, all of whom shall be Owners and/or their spouses. Unless the Board, at a properly noticed Board meeting held not less than ninety (90) days before the election and prior to providing the first notice of election in accordance with Section 4.2.a. below, determines that the Board shall consist of a different number of directors, the number of directors shall be the same as the preceding year. No more than two (2) members of the same Sub-Association may serve on the Board at a time.
- 4.2 <u>Election of Directors</u>. Election of directors shall be conducted at the annual meeting of the Members in the following manner:
- a. <u>First Notice</u>. Not less than sixty (60) days prior to the date of the annual meeting of the Members, the Association shall provide a first notice of the annual meeting in the manner set forth in Section 3.5 of these Bylaws.
- b. <u>Candidacy of Members</u>. All persons desiring to be a candidate for the Board must meet the eligibility requirements as set out in the Homeowners Association Act and must give written notice, either by mail or by hand delivery, to the Association indicating his/her intent to run for the Board, along with a statement of qualification or resume, no less than forty (40) days prior to the election date and no later than 5:00 p.m. on such date. If at any time this date falls on a weekend or legal holiday, nominations must be received no later than 5:00 p.m. on the next business day. No nominations shall be permitted past such date, and no nominations shall be permitted from the floor of the annual meeting at which the election is being conducted. Late nominations or those nominations that cannot be verified as having been submitted on a

timely basis will not be accepted. A statement of qualification or resume shall be no larger than a single side of an eight and one-half inches by eleven inches (8½" by 11") sheet of paper. Association staff shall date stamp all intents to run upon receipt and provide same to the Secretary or his/her designee. The Association shall not be liable for the contents of the statements of qualification or resumes prepared by the candidates. Under no circumstance is the Association entitled to make any edits to a candidate's intent to run, statement of qualification, or resume.

- c. <u>Second Notice</u>. In accordance with Section 3.5 of these Bylaws, the Association shall send a second notice of the annual meeting to all Members, together with any statements of qualification or resumes provided by the candidates (if any), an outer envelope, an inner envelope, and a ballot. In order to reduce costs, the Association may print or duplicate the statements of qualification or resumes on both sides of a sheet of paper and may do so in black and white.
- d. Ballots. All elections of directors shall be by written secret ballot. The ballot shall describe the vacancies to be filled and set forth the names of all candidates in alphabetical order by surname, unless a candidate has, prior to the sending of the second notice of annual meeting, withdrawn his/her candidacy in writing. No ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. Once a ballot is appropriately completed, the completed ballot must be placed in the smaller, inner envelope, which may be marked "Ballot" and which must then be sealed. Each inner envelope shall contain only one (1) completed ballot; however, if a voter is entitled to cast more than one (1) ballot, the separate inner envelopes may be enclosed within a single outer envelope. The failure to place a completed ballot within an inner envelope shall not invalidate the completed ballot. The sealed inner envelope shall be placed within the outer larger envelope, which may be marked "Ballot Return" and which must then be sealed. The outer envelope must provide the name of the Owner. identification of the Parcel(s) being voted, and a space for the Owner to place his/her signature. The Owner must sign on the signature line in order for the vote therein to be counted. The sealed outer envelope must then be mailed or hand delivered to the Association which shall secure all envelopes in a safe location until the envelopes are transported to the location of the election. All ballots must be received by 9:00 a.m. the morning of the day before the annual meeting of the Members at which time balloting shall close. Any ballot received after the close of balloting shall be disregarded. No ballots will be accepted at the annual meeting of the Members. Upon receipt of a ballot by the Association, the ballot shall not be rescinded or changed.
- e. <u>Verification and Tally of Ballots</u>. After the close of balloting on the morning of the day before the annual meeting of the Members, a committee consisting of three (3) staff members selected by the Association's manager (the "Election Committee") shall verify against a list of eligible voters the names of the voters, the identifications of the Parcels being voted, and the signatures of the voters on the outer envelopes timely received, and the voters shall be checked off on the list of eligible voters as having voted. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Any outer envelope not signed by the eligible voter shall be

marked "Disregarded" or with words of similar import, and any ballots contained therein shall not be counted. Once all envelopes have been verified, all inner envelopes shall be first removed from the outer envelopes and shall be placed into a receptacle. Once all inner envelopes are removed from the outer envelopes, the inner envelopes shall then be opened, and the ballots therein shall be removed and tallied in the presence of the Members in attendance. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the Association. The Election Committee's meeting to verify and tally ballots shall be noticed in the manner required for the noticing of Board meetings and shall be open to all Members.

- f. Conduct of Election. The election shall be determined by a plurality of the votes cast. There shall be no cumulative voting. In order to have a valid election, there is no quorum requirement; however, at least twenty percent (20%) of the eligible votes must be cast. At the annual meeting of the Members at which the election is held, the Election Committee shall report the results of the tally to the presiding officer of the annual meeting. The presiding officer shall then read the names of the candidates which received the highest number of votes for the vacancies to be filled. If more than two (2) candidates from the same Sub-Association have received sufficient votes to be elected to the Board, only the two (2) candidates having the highest number of votes of the candidates from said Sub-Association shall be elected to serve as a director.
- g. <u>Election by Acclamation</u>. In the event there are the same number or fewer candidates as there are vacancies to be filled on the Board, an election shall not be necessary, and such candidates shall be deemed elected at the annual meeting of the Members. In the event there are fewer candidates than vacancies to be filled, such remaining vacancies shall be filled by the Board at the organizational meeting.
- h. Runoff Election. If two (2) or more candidates receive the same number of votes which would result in one (1) or more candidates not serving or serving a lesser term, then the Association shall conduct a runoff election. The runoff election shall include only those candidates who tied. Notice of the runoff election must be sent to all members in accordance with these Bylaws within seven (7) days of the date of the annual meeting at which the tie vote occurred. The runoff election must be conducted not less than twenty-one (21) days, nor more than thirty (30) days, after the annual meeting at which the tie vote occurred and in accordance with the requirements of these Bylaws applicable to elections.
- 4.3 <u>Term</u>. The term of each director shall be two (2) years, staggered, until his/her successor is duly elected and qualified or until he/she resigns or is removed from the Board in the manner provided herein. As such, seats on the Board filled by an election held at an annual meeting of the Members in even numbered years shall be open for election in even numbered years, and seats on the Board filled by an election held at an annual meeting of the Members in odd numbered years shall be open for election in odd numbered years.

- 4.4 <u>Recall</u>. Any director may be removed by concurrence of a majority of the votes of the entire membership pursuant to the Homeowners Association Act. The vacancy in the Board so created shall be filled in accordance with the provisions of the Homeowners Association Act.
- 4.5 <u>Vacancies</u>. Except as to vacancies resulting from removal of a majority or more of the directors by recall, vacancies on the Board occurring between annual meetings of Members shall be filled by the vote of a majority of the remaining directors. Any such appointed director shall serve the balance of the unexpired term and shall have all of the rights, privileges, duties, and obligations as a director elected at an annual meeting of the Members. Notwithstanding the foregoing, any vacancy that occurs within ninety (90) days prior to an annual meeting of the Members may, at the option of a majority of the Board, be filled by vote at the election for the period remaining in the unexpired term. If the vacancy is filled by election, the candidate to fill such vacancy shall be the candidate who receives the highest number of votes after all other open seats on the Board have been filed.
- 4.6 <u>Resignation and Disqualification</u>. Any Board member may resign by submitting their written resignation to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. Any director shall be disqualified for any manner as provided by the relevant provisions of the Homeowners Association Act.
- 4.7 Organizational Meeting. The organizational meeting of a newly elected Board shall be held immediately following adjournment of the annual meeting of the Members for the purpose of electing officers and other administrative matters, including, without limitation, designating signatories on bank accounts and authorized contacts between the Association and various professionals, as determined by the Board. If the majority of the directors elected shall not be present at that time, or if the directors shall fail to perform the purposes of the organizational meeting, the organizational meeting shall then be held within ten (10) days of their election to the Board at such date, time, and place within Palm Beach County, Florida, as shall be fixed by the directors at the meeting at which they were elected. The organizational meeting shall be noticed in the manner required for the noticing of Board meetings.
- 4.8 <u>Certification of Directors</u>. All directors shall be certified pursuant to the relevant provisions of the Homeowners Association Act. The written certification or educational certificate is valid for the uninterrupted tenure of the director and shall be kept among the Association's official records for five (5) years after such director's election or appointment. Any director who does not timely file the written certification or educational certificate shall be suspended from the Board until he/she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.
- 4.9 <u>Board Meetings</u>. Board meetings may be called by the President, or in the President's absence, by Vice President, and must be called by the President or

Secretary at the written request of a majority of the directors. Board meetings may be held at such date, time, and place as determined, from time to time, by a majority of the directors.

- 4.10 <u>Notice to Directors</u>. Notice of Board meetings shall be given to each director, personally or by mail, electronic transmission, or telephone, at least three (3) days prior to the meeting. Any director may waive notice of a Board meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said director of notice.
- Notice to Members. Notice of Board meetings shall be posted conspicuously within the Property at least forty-eight (48) hours in advance of the Board meeting, except in the event of an emergency. The official posting site shall be the door of the Association office. The Association shall also post Board meeting notices on the Association's official website and broadcast on closed-circuit television in the event the Association provides same. All notices shall provide the date, time, and place of the Board meeting being called. A notice for a Board meeting at which an assessment may be levied shall include a statement that assessments will be considered and the nature of the assessments. Notice of any Board meeting at which special assessments will be considered or at which amendments to rules regarding Parcel use will be considered must be mailed, delivered, or electronically transmitted to the Owners and posted conspicuously within the Property not less than fourteen (14) days prior to the Board meeting. Owners desiring to receive notice by electronic transmission shall provide written consent to the Association to receive notice by electronic transmission. Proof of mailing, delivering, or electronic transmission of such fourteen (14) day notice shall be given by affidavit of the person who mailed, delivered, or electronically transmitted such notice; such affidavit shall then be maintained among the official records of the Association, Any Owner may, by written waiver of notice signed by such Owner, waive such notice, and such waiver when filed in the official records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Owner.
- 4.12 Quorum and Decisions. A quorum at Board meetings shall consist of a majority of the entire Board. The acts approved by a majority of those directors present at a Board meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of directors is required by applicable law, the Declaration, the Articles, or these Bylaws. Directors may not vote by proxy or by secret ballot at Board meetings except that secret ballots may be used in the election of officers.
- 4.13 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those directors present may adjourn the meeting from time to time to a date, time, and place certain until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. If for any reason a new date must be fixed for reconvening the meeting after adjournment, notice of the meeting and place for reconvening the meeting shall be given in the manner prescribed for Board meetings.

- 4.14 <u>Presiding Officer</u>. The presiding officer at Board meetings shall be the President. In the President's absence, the Vice President shall preside. In the absence of both the President and the Vice President, the directors present shall designate one of their number to preside.
- 4.15 <u>Order of Business</u>. The order of business at Board meetings shall be determined by the President and, to the extent applicable, shall be:
 - a. Calling of roll / establishing a quorum
 - b. Reading and disposal of any unapproved minutes
 - c. Reports of officers and committees
 - d. Unfinished business
 - e. New business
 - f. Adjournment
- 4.16 Member Attendance and Participation. Subject to the relevant provisions of the Homeowners Association Act, Members have the right to attend all Board meetings. No tenants or guests are permitted to attend any Board meeting unless otherwise specifically approved in writing by the Board. Members in attendance at a Board meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to the Board's vote on such designated agenda items and in such manner as determined by the Board. All Member statements must be made in a respectful and businesslike manner and must be directed to the Board. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, the Board may, in its sole discretion, deem that such Member has voluntarily abrogated such Member's right to speak for the remainder of the meeting or may expel such Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate.
- Association Act, no director shall receive or be entitled to any compensation for services as director, unless approved by a majority of all of the Members. Notwithstanding the foregoing, any director shall be entitled to reimbursement for all expenses incurred on behalf of the Association, if incurred upon the authorization of the Board. Subject to the Homeowners Association Act, directors shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the Association, or from anyone whose intent is to influence any decision or action on any official matter, except a director may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual.

5. Officers.

- 5.1 Officers. The officers of the Association shall be a President, a Vice President, a Treasurer, and a Secretary, all of whom must be Members and year-round residents. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. A person may hold more than one office, except that the President shall not hold any other office. No person shall sign an instrument nor perform an act in the capacity of more than one (1) office. The officers shall perform the duties of such offices customarily performed by officers of like corporations, and as set forth in Chapter 617, Florida Statutes, as amended from time to time, including, but not limited, to the following:
- a. <u>President</u>. The President shall be the chief executive officer in the Association and shall have all of the powers and duties that are usually vested in the office of President of a like association. The President shall see that the orders and resolutions of the Board are carried out and sign all notes, checks, leases, and all other written instruments upon approval of the Board. The President may request reports of officers and committees be provided at any meeting of the Board or the Members.
- b. <u>Vice President</u>. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.
- c. <u>Secretary</u>. The Secretary shall be responsible for keeping the minutes of all proceedings of the Board and the Members. The Secretary shall attend to the serving of all notices to the Members and Directors and other notices required by law. The Secretary shall have control of the seal of the Association and shall affix it to the instruments requiring a seal when duly signed. The Secretary shall be responsible for keeping the records of the Association, except those of the Treasurer, and shall perform all other duties incidental to the office of Secretary of a like association and as may be required by the Board or the President.
- d. <u>Treasurer</u>. The Treasurer shall be responsible for maintaining the property of the Association, including funds, securities, and evidences of indebtedness. The Treasurer shall oversee staff who shall keep books of account for the Association in accordance with generally accepted accounting principles, which together with substantiating papers, shall be made available to the Board for examination at reasonable times. The Treasurer shall be responsible for the development and presentation to the Board of an annual budget. The Treasurer shall oversee the submission of a financial report to the Board monthly and shall oversee staff performance of all other duties incidental to the office of Treasurer of a like association.
- 5.2 <u>Election, Removal, and Vacancies</u>. All officers shall be elected annually by the Board at the organizational meeting of the Board. The Board may remove any officer at any Board meeting by concurrence of a majority of all of the directors. Any

officer may resign by submitting their written resignation to the Association, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective. Any officer shall be disqualified for any manner as provided by the relevant provisions of the Homeowners Association Act. Any vacancy created by the removal, resignation, or disqualification of an officer shall be filled by the vote of a majority of the directors.

5.3 <u>Compensation</u>. Subject to the relevant provisions of the Homeowners Association Act, officers shall not directly receive any compensation from the Association for the performance of his/her duties as an officer. Subject to the relevant provisions of the Homeowners Association Act, Officers shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan, or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the Association, or from anyone whose intent is to influence any decision or action on any official matter, except an officer may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual.

6. Committees.

- 6.1 <u>Committees</u>. The President or a majority of the Board may, from time to time, create one (1) or more committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board may deem advisable, subject to any limitations on directors' rights to delegate authority as may exist under law. Unless otherwise determined by the Board or required by law, each committee shall consist of two (2) or more Members as determined by the Board.
- 6.2 <u>Standing Committees</u>. The standing committees of the Association shall be: (i) the ARB; (ii) the Executive Committee; (iii) the Compliance Committee; (iv) the CERT Committee; and (v) the Legal Committee. Each standing committee shall consist of a chairman and two (2) or more Members with the exception of the Executive Committee which will consist of the President, Vice President, Treasurer and Secretary. The President, subject to ratification and approval by a majority of the Board, shall appoint Members to each standing committee as soon as practicable after the annual meeting of the Members, but no later than March of each year. Members appointed to a standing committee shall serve at the pleasure of the Board and until succeeding committee members have been appointed.
- 6.2.1 <u>ARB</u>. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration.
- 6.2.2 Executive Committee. The Executive Committee shall consist of the President, Vice President, Secretary, and Treasurer. The President shall serve as the Chair of the Executive Committee. The Executive Committee shall meet at the pleasure of the President, but no less often than monthly. A quorum of the Executive Committee shall be no less than three (3) officers. The ISMA Manager and Assistant Office Manager shall staff the Executive Committee on a regular basis. The Association's

manager and security chief shall attend Executive Committee meetings when necessary, at the request of the President. Any action by the Executive Committee shall require a majority of the Committee. The Executive Committee shall submit to the Board, no later than the Board's next regular monthly meeting, minutes from its meetings. Actions taken by the Executive Committee shall take effective immediately and continue in force, unless the Board, at its next regular meeting, votes to amend said decision by a supermajority. The responsibilities of the Executive Committee shall include the following:

- a. Assist the President in establishing the agenda for Board meetings and in day-to-day operations and decision-making, unless otherwise provided by the Declaration, the Articles, these Bylaws, the rules and regulations, or resolutions of the Board:
- b. Act for the Board only in an emergency, as declared by the President, and during those months in which the Board does not meet regularly (approximately June through August);
- c. Review financials, as appropriate, and approve funding as allocated in the budget after review by or with advice and input of the Treasurer;
- d. Interpret Board policy for Association management after review by or with advice and input of the Chair of the Legal Committee;
- e. Oversee the establishment of internal policies for Association and MCIS staff after review by or with advice and input of the Chair of the Legal Committee;
- f. Review and approve draft resolutions, policies and procedures, after review by or with advice and input of the Chair of the Legal Committee
- g. Review and approve modifications of the Association's governing documents after review by or with advice and input of the Chair of the Legal Committee and prior to submission to the Board for approval;
- h. Oversee other committees' activities, unless specifically assigned by resolution to another officer by the Board.
- i. Carry out any other responsibilities as may be assigned, from time to time, by the President, subject to ratification and approval by a majority of the Board.
- 6.2.3 <u>Compliance Committee</u>. The Compliance Committee is to determine whether to confirm or reject a fine or use right suspension levied in accordance with the Declaration, these Bylaws, and the Homeowners Association Act.

6.2.3.1 Composition and Appointment. The Compliance Committee shall consist of three (3) or five (5) Members who are not officers. directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. In the event a Compliance Committee member becomes an officer, director, or employee of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee, he or she will be deemed to have automatically abandoned his or her seat on the Compliance Committee. The President shall appoint a Chair and a Vice Chair from among the Compliance Committee members. Each member of the Compliance Committee must reside in a different Sub-Association. No Compliance Committee member shall serve longer than three (3) consecutive years. No Compliance Committee member shall be delinquent in any monetary obligation due to the Association, be in violation of any provisions of the Declaration, the Articles, these Bylaws, or the Association's rules and regulations or be in violation of any requirement of the Homeowners Association Act (collectively, "Good Standing"). In the event any Compliance Committee member does not remain in Good Standing, he or she shall be presumed to have abandoned his or her position on the Compliance Committee and shall not be reappointed until ninety (90) consecutive days after he or she remains once again in Good Standing.

6.2.3.2 Fine and Suspension Schedule. The Board may, from time to time and in its sole discretion, adopt, publish, and amend, as part of the Association's rules and regulations, a schedule of fines and use right suspensions for violations of the Declaration, the Articles, these Bylaws, and the Association's rules and regulations (the "Schedule"). All fines and use rights suspensions shall be deemed levied against an Owner, or and Owner's lessee, occupant, guest, licensee, or invitee, as applicable, in accordance with the Schedule, for any violation of the Declaration, the Articles, these Bylaws, and the Association's rules and regulations set forth therein. To the extent any violation of the foregoing is not set forth in the Schedule, the Board shall levy a fine and/or use right suspension for such violation at a properly notice Board meeting. A fine may exceed One Hundred Dollars (\$100.00) per violation for each day of a continuing violation, with a single notice and opportunity for hearing. A fine may exceed One Thousand Dollars (\$1,000.00) in the aggregate and may become a lien against a Parcel in accordance with Section 10.3.3 of the Declaration, A use right suspension shall not apply to that portion of the Common Area used to provide access or utility services to the Parcel and shall not prohibit an owner or lessee of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

6.2.3.3 <u>Enforcement Procedures</u>. Association staff shall, from time to time, develop procedures for enforcement of violations of the Declaration, the Articles, these Bylaws, and the Association's rules and regulations for review and approval by the Board. In the even the Board is inactive due to summer break, (from June to August), procedures may be approved on an interim basis by the Executive Committee. The Executive Committee shall submit the interim procedures for Board review and approval at the Board's next meeting.

6.2.3.4 Hearings. The Compliance Committee shall hold hearings no less than monthly, except during the summer break and holidays. The Compliance Committee shall establish a regular schedule of such monthly hearings to be held on a consistent day and time in coordination with staff. For example, purposes only: "the third Thursday of the month, at 2PM." If there are no violations to be heard, the Chair of the Compliance Committee shall cancel that month's hearing. No Board member shall attend the hearings, unless said director is before the Compliance Committee regarding a violation of the Declaration, the Articles, these Bylaws, or the Association's rules and regulations. The Association shall provide staff for the Committee which shall prepare minutes after each meeting for approval by the Chair of the Compliance Committee. The Association manager shall also assign staff to support the Compliance Committee's activities. The Association shall advise any and all Owners who have received violation notices of their right to appear before the Compliance Committee and include the date of the next hearing. Notwithstanding, Owners shall be given no less than fourteen (14) days' notice of said hearing. An Owner is not required to attend the hearing in order for the Compliance Committee to make a determination as to the fine and/or use right suspension levied against the Owner. The Compliance Committee shall review each fine and use right suspension levied by the Board. The Compliance Committee shall not change the fine or use right suspension levied by the Board. If the Compliance Committee, by majority vote, does not approve a proposed fine or use right suspension, the proposed fine or use right suspension may not be imposed. If the proposed fine or use right suspension is approved by the Compliance Committee, the fine and/or use right suspension shall be imposed. Notice of imposition of the fine and/or use right suspension shall be mailed or hand delivered to the Owner, or the Owner's lessee, occupant, guest, licensee, or invitee, as applicable, within fifteen (15) days of the Compliance Committee's approval of same. Payment of the fine is due fifteen (15) business days after the fine is affirmed by the Compliance Committee. A use right suspension shall be effective immediately upon receipt of the notice of imposition.

6.2.3.5 <u>Committee Report</u>. The Chair of the Compliance Committee shall appear at each Board meeting to provide the minutes of each hearing and to report on its activities. In the Chair's absence, the Vice Chair shall provide said report. If no Board meeting is scheduled, the report shall be provided in writing to the Executive Committee.

6.2.3.6 <u>Annual Review</u>. In January of each year, the Compliance Committee shall review violations, fines, and use right suspensions for the prior year, and prepare a report to the Board with its recommendations, if any, for changes to use restrictions, rules, fines, and use right suspensions. Said report shall be reviewed by the Executive Committee following the annual meeting of the Members, and recommendations on necessary actions shall be made to the Board at the Board's March meeting.

6.2.4 <u>Legal Committee</u>. The Chair of the Legal Committee shall be a member of the Executive Committee, except the President, and shall serve as the primary contact with the Association's attorney(s). However, all collection matters of the

Association shall be the responsibility of the Association's manager or his/her designee. The Legal Committee oversee all legal issues for the Association, including, without limitation, the following:

- a. The Legal Committee shall review and work to resolve all legal issues that may arise, including through presuit mediation and litigation if the matter is not resolved through presuit mediation or is not subject to presuit mediation. This includes investigation of complaint, determination of potential solutions, and initiating solutions, as it sees appropriate. The Legal Committee shall consult with the Association's attorney(s) and preserve attorney-client privilege during the resolution of any legal issues.
- b. The Legal Committee shall review and/or provide its advice and input for any proposed changes to the Declaration, the Articles, these Bylaws, and the Association's rules and regulations.
- 6.2.5 CERT Committee. The Community Emergency Response Team (CERT) program educates, communicates, and coordinates aspects of the CERT concepts for trained CERT volunteer members, non-trained CERT volunteer members, and the residents throughout the year by encouraging attendance at meetings, classes, lectures, and training days, as well as encouraging the viewing of the Association's Community Channel, reading the Indian Spring News newsletter CERT articles, and visiting suggested disaster-related websites. The Board shall outline specific responsibilities and duties of the CERT Committee by resolution adopted annually, no later than March of each calendar year. The President, subject ratification and approval by a majority of the Board, shall appoint the Chair of the CERT Committee.
- 6.3 <u>Notice</u>. Meetings of the ARB, hearings of the Compliance Committee, and meetings of any committee that is delegated the authority to make a final decision regarding the expenditure of Association funds on behalf of the Board shall be subject to the procedural requirements applicable to Board meetings as set forth in these Bylaws. All other committee meetings are not subject to the procedural requirements applicable to Board meetings and may only be so subject at the discretion of the Board or by the members of the committee. If there is a dispute between the Board and committee members as to whether the committee meeting should be subject to the procedural requirements applicable to Board meetings, the decision of the Board shall be final.
- 7. <u>Fiscal Management</u>. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:
- 7.1 <u>Fiscal Year</u>. The fiscal year of the Association shall be October 1 through September 30, or such other twelve (12) month period as the Board may designate from time to time in accordance with applicable law.

- 7.2 Accounts. The depository of the Association shall be such bank or banks or other depositories as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawals of monies from those accounts shall be only by checks signed by such persons as are authorized by the Board; provided, however, that all checks must be signed by at least two (2) authorized signatories. The receipts and expenditures of the Association shall be accredited and charged to accounts under such classifications as the Board shall deem appropriate to facilitate orderly accounting procedures.
- Annual Budget. The Treasurer shall, with the Association's 7.3 manager and staff, begin to prepare an annual budget for the coming fiscal year no later than July of each fiscal year. The budget shall include three (3) sections: (i) operating and reserve revenues and expenses for all Association responsibilities; (ii) operating and reserve revenues and expenses for Sub-Associations to which the Association provides services; (iii) operating and reserve revenues and expenses for any capital budget items anticipated for the coming fiscal year. The Treasurer shall present the proposed annual budget for review and approval by the Board. Members shall receive by mail, delivery, or electronic transmission a copy of the proposed annual budget no less than fourteen (14) calendar days before the meeting at which the Board intends to approve the annual budget. The Board shall approve the annual budget for the coming fiscal year no later than August 31st of each year. In the event an annual budget is not timely adopted by the Board, the assessments payable shall continue to be the same as the assessments payable for the previous fiscal year, until an annual budget is adopted by the Board. Notice of annual assessments, as such amount is determined by the annual budget, shall be provided to each Member in accordance with the relevant provisions of the Declaration. The amount required from each owner to meet the annual assessments shall be due after the mailing to the owners concerned of a statement for the annual assessment coming due setting forth the amount due and, if collectible in installments, the amount of such installments. In the event an assessment shall be insufficient in the judgment of the Board to provide funds for the payment of the Common Expense, the Board may amend the annual budget and may make amended assessments for the balance of the fiscal year in sufficient amount to meet the Common Expense.
- 7.4 <u>Financial Reports</u>. Annual financial reports shall be prepared and provided to the Members in conformity with the requirements of the Homeowners Association Act.
- 7.5 Fidelity Coverage. The Association shall maintain insurance or a fidelity bond for all "persons who control or disburse funds of the Association." The fidelity coverage must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 7.5, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, the Vice President, the Secretary, and the Treasurer. The Association shall bear the cost of any such fidelity coverage. If annually approved by a majority of the

Members present at a meeting of the members, the Association may waive the requirement of obtaining fidelity coverage for all persons who control or disburse funds of the Association.

- 8. <u>Parliamentary Rules</u>. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles, these Bylaws, the Homeowners Association Act, or Chapter 617, Florida Statutes, as amended from time to time.
- 9. Rules and Regulations. The Board may, from time to time, adopt, publish, amend, and rescind rules and regulations governing the use of the Common Area and any Parcels and the personal conduct of the Members, tenants, residents, guests and invitees thereon, including, without limitation, reasonable admission charges or use fees for certain Common Area or recreational amenities if deemed appropriate by the Board.

10. Amendments.

- 10.1 <u>Notice</u>. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 10.2 <u>Adoption</u>. These Bylaws may be amended upon approval by not less than a majority of the entire Board.
- 10.3 <u>Proviso</u>. No amendment shall discriminate against any Member, nor against any class of Members, unless the Members so affected shall consent. No amendment shall be made that is in conflict with the Declaration or the Articles.
- 10.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these Bylaws. The certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall become effective when the certificate and copy of the amendment are recorded in the Official Records of Palm Beach County, Florida.
- 10.5 <u>Notice of Amendment</u>. Within thirty (30) days after recording an amendment to these Bylaws, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before the vote on the amendment, and the amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Members upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

11. If unresolved, disputes between the Board and Members must be handled in the manner provided in Chapter 720, Florida Statutes, (2023), as amended from time to time. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Association's Declaration, Article, Bylaws, and Rules and Regulations or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the aforementioned documents.

IN WITNESS WHEREOF, these Second Amended and Restated Bylaws of Indian Spring Master Association, Inc. were executed at Palm Beach County, Florida this 940 day of October, 2020.

Signed, sealed, and delivered in the presence of:

OK.

Print Name: (el.

Julian St

Print Name: Julie M Singa

ASSOCIATION

INDIAN SPRING MASTER ASSOCIATION,

INC.

a Flerida not for profit corporation

By:

Its: Kegilont

Print Name: RICHARD BANASZAIL

STATE OF FLORIDA

) ss:

COUNTY OF PALM BEACH)

The foregoing Second Amended and Restated Bylaws of Indian Spring Master Association, Inc. were acknowledged before me by means of physical appearance or online notarization, this Notation and the control of the cont

Notary Public, State of Florida

Print Name of Notary Public

My Commission Expires: Nov. 6, 2023

PAMELA EASTON

Notary Public - State of Florida

Commission # GG 914285

My Comm. Expires Nov 8, 2023

Bonded through National Notary Asan.

RECORDED 1/6/2025 1:22 PM Palm Beach County, Florida Joseph Abruzzo, Clerk Pgs: 1430 - 1432; (3pgs)

This Instrument prepared by and to be returned to: Michael A. Ungerbuehler, Esquire Sachs Sax Caplan 6111 Broken Sound Parkway NW, Stc. 200 Boca Raton, FL 33487 (561) 994-4499

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF INDIAN SPRING MASTER ASSOCIATION, INC. AND RULES & REGULATIONS

I HEREBY CERTIFY that the amendments attached as Exhibit "A" to this Certificate were duly adopted as amendments to the Amended and Restated Bylaws for Indian Spring Master Association, Inc.; and that the amendment attached as Exhibit "B" to this Certificate was duly adopted as an amendment to the Rules & Regulations. The Amended and Restated Declaration Of Maintenance Covenants and Amended and Restated Restrictions For Indian Spring is recorded in Official Records Book 26356, at Page 1, of the Public Records of Palm Beach County, Florida. The Amended and Restated Bylaws of Indian Spring Master Association, Inc. and Rules & Regulations is recorded in Official Records Book 31819, Page 865, of the Public Records of Palm Beach County, Florida. The attached amendments were approved by the Board, in accordance with Section 4.2.5 of the Declaration and Section 4 of the Bylaws, at a duly noticed Board meeting held on April 16, 2024.

meeting held on April 16, 2024. DATED this Bard day of April , 2024. WITNESSES INDIAN SPRING MASTER ASSOCIATION, INC. (Signature) By: L0 / S Patricia Rogers, President (Print Name) 5995 Bannock Terrace Boynton Beach, FL 33437 Address: By: Birgit DeSotle, Secretary 5995 Bannock Terrace Boynton Bch, FL 33437 (Print Name) Address: 1151 **STATE OF FLORIDA** COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23" day of April , 2024, by Patricia Rogers, as President, and Birgit DeSotle, as Secretary, of the Indian Spring Master Association, Inc., who are personally to me or have produced known as identification. [Notary Seal] **HEIDI SAGEL** Notary Public - State of Florida Commission # 44 185277 My Comm. Expires Nov 1, 2025 Bonded through National Notary Assn. Name typed, printed or stamped

My Commission Expires: A

Exhibit "A"

- 4.1 Directors. All of the powers and duties of the Association, pursuant to applicable law, the Declaration, the Articles, and these Bylaws, shall be exercised exclusively by the Board, its agents, contractors, or employees, subject only to approval by Members when such is specifically required. The Board shall consist of not less than five (5) directors, nor more than eleven (11) directors, as determined by the Board from time to time, all of whom shall be Owners and/or their spouses. Unless the Board, at a properly noticed Boad meeting held not less than ninety (90) days before the election and prior to providing the first notice of election in accordance with Section 4.2. a. below, determines that the Board shall consist of a different number of directors, the number of directors shall be the same as the preceding year. nine (9) directors all of whom MUST reside at their Indian Spring deeded property as a full-time resident. The definition of a full-time resident is one who resides in Indian Spring at least 183 days out of the year. No more than two (2) members of the same Sub-association may serve on the Board at a time.
- 4.3 Term. The term of each director shall be two (2) three (3) years staggered until his/her successor is duly elected and qualified or until he/she resigns or is removed from the Board in the manner provided herein. As such, seats on the Board shall be filled by an election held at an annual meeting of the Members numbered years, and seats on the Board filled by an election held at an annual meeting of the Members io odd numbered years shall be open for election in odd numbered years. With three Directors up at a time. Transitioning of terms shall be managed as described below:
- 4.3.1 In 2024, the three directors receiving the highest vote counts shall serve in a 3 year term, and the remaining two in a two year term.
- 4.3.2 In 2025 the three directors receiving the highest vote counts shall serve in a 3 year term, and the remaining director in a one year term.
- 4.3.3 Thereafter, every director elected shall be elected for a three year term.

Exhibit "B"

Rules & Regulations Amendments

3. Vehicles.

a. An owner or occupant of a vehicle may apply to receive a community bar code window sticker with proof of ownership and/or occupancy. Vehicle bar code fees are thirty-five dollars (\$35.00) and the bar code replacement fee is five dollars (\$5.00), which may be changed by the Board of Directors from time to time. The bar codes are applied for at the main Security office or other location as may be identified by the Association from time to time.



RULES AND REGULATIONS

AS ADOPTED SEPTEMBER 12, 2023

ORIGINALLY ADOPTED AUGUST 27, 2020

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TABLE OF CONTENTS

Chapter 1 Rules & Regulations & Enforcement Procedures

Included Exhibit 1 Sample Architectural form

Included Exhibit 2 Architectural procedures

Included Exhibit D Architectural guidelines

Included Exhibit E Penalties schedule

Chapter 2 Rules & Regulations regarding Official Records

Chapter 3 Security Information & Guidelines

Chapter 4 CERT (Community Emergency Response Team)
Information

Chapter 5 Preparing your home for a prolonged absence

Chapter 6 Housing for Older Persons Article from Docs

RESOLUTION OF THE BOARD OF DIRECTORS OF Page 24 of 63 INDIAN SPRING MASTER ASSOCIATION, INC. REGARDING RULES AND REGULATIONS AND ENFORCEMENT PROCEDURES Approved August 27, 2020

WHEREAS, Indian Spring Master Association, Inc. ("Association") is the corporation charged with the operation, maintenance, and management of the residential community in Palm Beach County known as Indian Spring ("Indian Spring"); and

WHEREAS, the day-to-day affairs of the Association are administered by the Officers of the Association ("Executive Committee"); and

WHEREAS, pursuant to Section 4.2.5 of the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions for Indian Spring ("Declaration"), Section 4.2.6 of the Amended and Restated Articles of Incorporation for Indian Spring Master Association, Inc. ("Articles"), and Section 4.1.d of the Amended and Restated Bylaws of Indian Spring Master Association, Inc. ("Bylaws"), the Board has the authority to adopt and publish rules and regulations governing the use of the "Common Areas" (as such term is defined in the Declaration); and

WHEREAS, section 720.305, Florida Statutes, and Sections 10.3.3 and 10.3.4 of the Declaration authorize the Association to impose reasonable fines and suspend, for a reasonable period of time, the right of an "Öwner" (as such term is defined in the Declaration), and an Owner's lessee, occupant, guest, licensee, or invitee, to use the Common Area for failure of the Owner or the Owner's lessee, occupant, guest, licensee, or invitee to comply with any provision of the Declaration, the Articles, the Bylaws, applicable rules and regulations, or any other agreement, document, or instrument affecting the "Property" (as such term is defined in the Declaration) (collectively, "Governing Documents"); and

WHEREAS, the Board desires to adopt and publish rules and regulations, to create a Compliance Committee, as permitted by section 720.305, Florida Statutes, and to adopt procedures regarding enforcement of the Governing Documents, including, without limitation, the imposition of fines and use right suspensions, in accordance with the terms of this Resolution.

NOW, THEREFORE, it is hereby resolved as follows:

- 1. Vehicle Speed Regulations. The speed limit on the Association's roadways pertains to the published speed limit as posted on ISMA common roads. The maximum speed limit on Association roadways is twenty (20) mph. Sub-associations (also known as Property Owners Associations (POA) may establish and post their own speed limits.
 - a. An Owner is responsible for speeding on the part of himself/herself, and shall be jointly and severally liable with residents of the Owners household, as well as the Owner's Jessees, guests, licensees, and invitees for the speeding of any such lessees, occupants, guests, licensees, and invitees. For the purposes of this paragraph, the term "invitee" includes any vendors, caretakers, or other persons for whom the Owner has approved entry to Indian Spring.
 - b. An Owner is required to inform his/her lessees, occupants, guests, licensees, and invitees of the Association's speed limit and of the requirement to obey the speed limit on the Association's roadways, including, without limitation, that, if they do not obey the speed limit, the Owner will be fined and/or the right to use the Common Area by the Owner or the Owner's lessee, occupant, guest, licensee, or invitee may be suspended for a period of time and/or their vehicle bar codes may be suspended. Notwithstanding the foregoing, an Owner will not be responsible for the speeding of an invitee who serves more than one resident upon his/her entry. Examples of such invitees include, without limitation, FedEx, UPS, USPS, and exterminators.
 - c. Speed Limit: The maximum speed limit on Association roadways is twenty (20) mph. Property Owners Association (POAs), also referred to as sub-associations, may establish their own speed limits.
 - d. Speed Measuring Instruments. The Association Chief of Security will be responsible for equipment that measures speed limits on the Association roadways. The Association has acquired equipment which

meets industry standards and/or have been approved by the Palm Beach County S Page 25 of 63 measure and record the speed of vehicles and take a photographic record of vehicle tags. The Association shall monitor the speed of vehicles on the Association's roadways using such instruments. Such instruments shall record the date (month-day-year) and time that a vehicle passes, and speed of the vehicle, and shall take a photograph of the vehicle license tag. The Association shall randomly place the instruments at or on certain Association roadways without notice to the Owners, residents, lessees, guest, licenses, or invitees of the placement of said instruments. The Association may, from time to time, place the instruments on Piping Rock and Wingfoot Drive, due to the unique nature of these roadways.

- 2. Vehicle Parking. Overnight parking (i.e., parking from midnight until 6AM) is not permitted on any street within Indian Spring. Motor vehicles shall not be parked anywhere other than (i) on paved or other areas designated for that purpose, (H) in garages, or (Hi) in carports. In Condominium Associations only, all vehicles parked in parking spaces must be parked with the front of the vehicle facing the parking stop.
 - a. Backing vehicles into a parking space in Condominium Associations is prohibited.
 - b. Vehicles parked on a street cannot be parked against the flow of traffic and cannot be parked in such a manner which blocks the roadway such that vehicles cannot negotiate the roadway. Parking within a community controlled by a "POA" (as such term is defined in the Declaration) shall also be subject to all rules and regulations of the Property Owners Association regarding same.
 - c. Owners hosting events at their homes or in POA facilities are responsible to ensure that their guests do not block the roadway such that vehicles cannot negotiate the roadway. Guests must park on the specified side of the street if such a restriction is in force in the particular POA.
- 3. Vehicles. As further set forth in Section 10.1.8 of the Declaration, only authorized non-commercial vehicles may be parked within Indian Spring Association or its Sub-Association unless the sub-association has additional restrictions. An authorized vehicle is defined as any 4-wheeled conventional passenger vehicle, SUV, 2-wheeled passenger motorcycle, or light duty pick-up truck that are not considered a "commercial vehicle" and are as described in these documents:
 - a. A vehicle bar code is required by owners and residents for any vehicle that said owner intends to bring into the Association and its POA. No such vehicle is permitted without a bar code. Vehicle bar code fees are thirty-five dollars (\$35.00) and the bar code replacement fee is five dollars (\$5.00).
 - b. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced, repaired or kept under cover on any Parcel in such a manner as to be visible from any point on any adjacent Parcel or the street.
 - c. Vehicles equipped with any commercial add-ons (e.g., racks for storing ladders, tool or storage chests, roof-top flashing lights, etc), or vehicles that have any visible business, trade or job-related equipment stored in or attached to the exterior of the vehicle (including within unenclosed truck beds), such as ladders, pipes, tools signs, plumbing supplies, mechanical or electrical equipment, construction supplies, etc. are strictly prohibited. Open bed pickup trucks must have a completely covered cargo bed when containing any items or materials. A covered cargo bed is defined as a FLAT cover designed to be installed in a permanent manner to cover the bed of the truck. A raised cap, camper back, tarp, or any other kind of cover is prohibited.
 - d. Pursuant to Section 10.1.8(B) of the Declaration, no truck may be parked or kept in Indian Spring unless it is kept fully enclosed inside a structure. For the purpose of Section 10.1.8(B), "truck" is defined as a pickup truck or SUV with a payload greater than one-half (1/2) ton. Half-ton, three-quarter-ton and one-ton are examples of payload classifications for pickup trucks and SUVs. Payload means the maximum weight a pickup or SUV can carry in its cargo and passenger areas. Payload is determined by the manufacturer of the vehicle and can be found in the owner's manual. Pickup trucks and SUVs with a payload of one-half (½) ton or lighter, as determined by the manufacturer, are not considered "trucks" for the purposes of Section 10.1.8(B). Therefore, pickup trucks and SUVs with payload of one-half ton or lighter are not prohibited by Section 10.1.8(B), and, subject to all other provisions regarding parking in the governing documents of the Association, are permitted to park in Indian Spring and are not required to be parked or kept fully enclosed inside a structure. No Dual Rear Wheel vehicles, Heavy Duty or Super Duty classifications are permissible.

Trucks or vehicles with non-stock or severe after-market add-ons including, but not lin CFN#20200382614 lighting, non-standard tires or rims, lifts, tow gear, or extensions are prohibited. In the Page 26 of 63 challenge to this, or any other, rule concerning authorized vehicles, the final decision will be made by the Board of Directors.

- e. Two-Wheeled Motorcycles may remain covered in a visible and legal parking area when parked overnight. Covers shall be standard in color and type and specifically designed and manufactured for covering the motorcycle. General-use Tarps or any other type of covering not specifically designed for use as a motorcycle cover are prohibited. Motorcycles shall be muffled and prohibited from producing excessive or nuisance noise. 3-Wheeled motorcycles, and 2-wheeled motorcycles with attached side-cars shall remain parked overnight in garages and shall not be visible to any other parcel or from the street overnight.
- f. Authorized non-commercial vehicles with the exception of motorcycles, may not be kept under any cover of any kind on any parcel in such a manner as to be visible from any point on an adjacent Parcel or the street.
- g. Owners/occupants may be granted approval to park an otherwise excluded vehicle overnight to accommodate an out-of-town guest or for other temporary reasons upon showing of adequate justification by making a written request to the Board of directors and getting the approval of Indian Springs Security. The Board of Directors decision shall be final.
- h. Please see declarations and Bylaws section 10.1.8 for additional rules and restrictions.
- 4. Ownership and Control of Pets. In addition to the animal restrictions as set forth in Section 10.1.19 of the Declaration, dogs must be kept on a leash or in a fenced area when outside of the unit. Cats must be kept indoors and, on a leash, or in a pet carrier when outside the unit. Pet owners must immediately clean up the solid animal waste of their pets and properly dispose of the waste.
- 5. Architectural Review. General, architectural review is in place to enforce community standards according to the Declarations of the Association and POAs, and to assure that work is done by licensed and insured contractors, and permits are pulled when required. As further set forth in Article III of the Declaration, no "Improvement" (as such term is defined in the Declaration), structure, or material change to any existing Improvement or structure shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change, or alteration therein, thereon, or thereof, be made, unless and until the plans, specifications, and location of the same shall have been submitted to, and approved, in writing, by the Association. If approved, each Improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. Examples include but are not limited to:

Building/building changes	Fences	Roofing
Paint Colors	Pavers	Pools
Spas	Decks	Windows
Doors	Landscaping	Sewers
Drains	Disposal Systems	Screen enclosures & Awnings

- a. Owners must assure that they comply with their POAs requirements.
- b. Owners must have architectural requests approved by their POAs before it may be submitted to the Association. Exhibit A provides a sample architectural form.
- c. Exhibit B provides architectural procedures.
- d. Exhibit C provides an explanation of architectural guidelines.
- **6. Visitors.** Each Owner is responsible for abiding by all covenants, rules, restrictions, and regulations of the Declaration and the Association rules and regulations, as they may be amended from time to time, on the part of himself/herself, and of any of the Owner's lessees, occupants, guests, licensees, and invitees.

For the purposes of this paragraph, the term "invitee" includes any vendors, contractors Page 27 of 63 other persons for whom the Owner or any occupant of the Owner's Parcel has approved entry to Indian Spring. An Owner is required to inform his/her lessees, occupants, guests, licensees, and invitees of the Association's covenants, rules, restrictions, and regulations and of the requirement to obey same, including, without limitation, that if they do not obey the Association's covenants, rules, restrictions, and regulations, the Owner and/or to the Owner's lessees, occupants, guests, licensees, or invitees will be fined and/or the right to use the Common Area by the Owner and the Owner's lessees, occupants, guests, licensees, and invitees may be suspended for a period of time in accordance with this Resolution.

- 7. Trash, Garbage, and Recycling: Trash may not be placed curbside before 6:00 PM the day prior to normal pickup and must be in closed containers. Trash may not be placed in plastic bags unless such bags are in closed containers. (NOTE: Per the Palm Beach County Solid Waste Authority, garbage and recyclables must be separated, with garbage placed in 32-50-gallon cans and recyclables in the yellow and blue bins provided by the Authority.) On days of either normal or special pickup, trash containers and recycling bins must be removed from the curb and returned to their storage locations out-of-sight of neighboring properties no later than 7:00 PM on the day of pickup.
- 8. DRONES. Drones, as defined by Section 934.50 (2) (a) Florida Statutes, and all other remotely controlled flying devices (collectively "Drones") are prohibited from being operated over, on or in any portion of the Indian Spring greater community and air space, including but not limited to the common areas (including sub-association common areas), Association property, units, lots and parcels, except properly F.A.A. licensed operators and drones may be operated within the Association, only with the prior Security Department approval and guidelines. Drones used for recreational and private use purposes and Drones which are not F.A.A. licensed and lawfully used for governmental or approved commercial purposes with the prior approval of the Security Department are strictly prohibited in Indian Spring. Any and all commercial use of Drones must be in full compliance with and strictly operated under all Federal, F.A.A. and State Laws, Statutes, Rules and Regulations and the Association Security rules and guidelines.
- 9. Finances and Real Estate. If a unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation to the Association, the Association may demand that future payments of rent from the tenant be paid directly to the Association until the unit owner's financial obligations are paid in full in accordance with section 720.3085(8), Florida Statutes. The Association must provide notice to the tenant in accordance with section 720.3085(8)(a), Florida Statutes demanding same, and may collect rent from the tenant without the necessity of filing a lawsuit first. The Association may suspend the right of use of Association common facilities if unit owners are more than ninety (90) days in arrears of assessments. The use of a vehicle bar code of a unit owner more than ninety (90) days in arrears of financial obligations to the Association will be suspended and will not be reinstated until all obligations to the Association have been paid in full.
- 10. Compliance Committee. There shall be established the Compliance Committee ("Committee"), subject to the following provisions:
- Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If a Committee member is elected to the Board or is appointed to fill a vacancy on the Board, he or she will be deemed to have automatically abandoned his or her seat on the Committee. Each member of the Committee must reside in a different sub-association, No Committee member shall serve longer than three (3) consecutive years. No Committee member shall be delinquent in any monetary obligation due to the Association, be in violation of any provision of the Governing Documents, or be in violation of any requirement of Chapter 720, Florida Statutes, as may be amended from time to time (collectively, "Good Standing"). In the event any Committee member is not in Good Standing, he or she shall be presumed to have abandoned his or her position on the Committee and shall not be reappointed until ninety (90) consecutive days after he or she remains once again in Good Standing.
- b. Member Appointment. The President of the Association is hereby empowered to appoint members of the Committee no later than the second Board meeting following the annual meeting and election if vacancies exist, subject to the approval of the Board. The President shall appoint a Chair and a Vice Chair from among the Committee members. The President shall have the power to fill vacancies in the Committee, subject to the approval of the Board at its next regularly scheduled meeting, and, at any time, to remove any member of the Committee, with or without cause. All Committee members serve at the pleasure of the

or quarterly days and times to meet which will be subject to change. Notwithstanding the forego CFN#20200382614 meeting dates may vary during the summer break (from June to August) and holidays. If there: Page 28 of 63 to be heard, the Committee Chair shall cancel that month's meeting. All meetings of the Committee shall be duly noticed and posted per the FS 720. No Board member shall attend the Committee meetings, unless said director has violated the Governing Documents and is before the Committee regarding same. The Association shall provide staff for the Committee which shall prepare minutes after each meeting for approval by the Chair. The Association manager shall also assign staff to support Committee activities.

- d. Committee Purpose. The purpose of the Committee is to determine whether to confirm or reject a fine or use right suspension levied in accordance with this Resolution, pursuant to section 720.305(2)(b), Florida Statutes, as amended from time to time. The Committee shall review each fine or suspension levied in accordance with this Resolution and presented it to by staff.
- e. Committee Report. The Chair or his designee shall submit in writing to the Board President or his/her designee a copy of the minutes for distribution at the next scheduled Board of Directors meeting.
- f. Annual Review. In January of each year, the Committee shall review violations, fines, and use right suspensions for the prior year and prepare a report to the Board with its recommendations, if any, for changes to use restrictions, rules, fines, and use right suspensions. Said report shall be reviewed by the President and the officers of the Association following the annual meeting and election, and recommendations on necessary actions made to the Board at its March meeting.
- 11. Enforcement Procedures. The enforcement procedures set forth below shall be followed in the event of a violation of the covenants, rules, restrictions, and regulations of the Governing Documents:
- a. Documenting Violations. The Association's Security Department and/or Association staff shall document all violations, including, without limitation, the date and time of the observance of the violation. A photograph of the violation may also serve as documentation of the violation. With particular regard to speeding violations, such documentation shall include a verification of the vehicle's speed by a speed measuring instrument, the vehicle's license plate number, and the date and time of the violation. Such documentation shall be made available to an Owner upon his/her written request.
- b. Notice of Violation. Once a violation has been documented, the Association's Security Department or staff shall post a ticket on the Owner's door and/or the Association shall mail, deliver, or electronically transmit (to those Owners who have consented in writing to receive notice by electronic transmission) a letter to the Owner regarding the violation. Such notice shall include the nature of the violation, a citation to the section or rule of the Governing Documents violated, a time period in which to cure the violation, a warning that such violation is subject to a fine and/or use rights suspension, and the amount of the fine and/or the length of the use rights suspension. An Owner shall receive written notice of a violation for any occurrence of violation by the Owner, or by the Owner's lessee, occupant, guest, licensee, or invitee. The Sub-Association shall receive a courtesy notice of said violation.
- Notice of Hearing. In the event the violation described in the notice of violation is not cured within the time period for compliance as set out in the notice or in the event a cure period is not warranted (e.g., a speeding violation), a fine and/or use of rights suspension may be levied against the Owner, as well as any of the Owner's lessees, occupants, guests, licensees, or invitees, for such violation in accordance with this Resolution, including, without limitation, the "Penalties Schedule" (as such term is hereinafter defined). The Association shall provide the Owner, as well as any of the Owner's lessees, occupants, guests, licensees, or invitees, written notice of the nature of the violation, a citation to the section or rule of the Governing Documents violated, and the amount of the fine and/or the length of the use rights suspension. The notice of hearing shall also include the date, time, and location of the next Committee meeting. Notwithstanding, Owners shall be given no less than fourteen (14) days' notice of said Committee meeting. unless a longer notice is required by Chapter 720, Florida Statutes, as may be amended from time to time. In the event an Owner wants to attend the meeting but cannot do so at the date and time provided in the notice thereof, the Committee may, without obligation, postpone consideration of the Owner's fine and/or use rights suspension to a future Committee meeting upon receipt of a written request from the Owner which must provide justification for the requested postponement. Such written notice must be received by the Committee at least five (5) days prior to the Committee meeting at which such Owner's fine and/or use rights suspension is scheduled to be heard by the Committee. The Owner will be provided one (1) opportunity for

to appear at any Committee meeting, the fine and/or use rights suspension can be approved CFN#20200382614 the Committee regardless of the Owner's attendance at the meeting.

Page 29 of 63

- d. Hearing. A hearing shall be held at the Committee meeting at the date, time, and location as set out in the notice of the hearing at which the Owner, and/or the Owner's lessee, occupant, guest, licensee, or invitee, if applicable, will be provided with a reasonable opportunity to be heard. The Committee shall review all fines and/or use rights suspensions and decide, by majority vote, to approve or reject the fine and/or use rights suspension. The Committee shall not change the fine or use right suspension levied. If the Committee, by majority vote, does not approve a proposed fine and/or use right suspension, the proposed fine and/or use right suspension is approved by the Committee, the fine and/or use right suspension shall be imposed.
- e. Notice of Decision. Notice of imposition of the fine and/or use right suspension shall be promptly mailed or hand delivered to the Owner, or the Owner's lessee, occupant, guest, licensee, or invitee, as applicable. Payment of the fine is due within fifteen (15) calendar days of the date of notice provided by the Association. A use rights suspension shall be effective immediately upon receipt of the notice of decision.
- 12. Towing. All vehicles on the property contrary to the provisions contained in the Declaration or the rules and regulations set forth herein regarding parking and prohibited vehicles, as they may be amended from time to time, shall be subject to being towed in accordance with section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.
- Penalties Schedule. The Board hereby adopts a schedule of fines and use rights suspensions for violations of its Governing Documents as set forth in Exhibit "A" attached hereto and incorporated as if fully set forth herein ("Penalties Schedule"). The Board shall have the authority to adopt, publish, and amend the Penalties Schedule from time to time and in the Board's sole discretion. Once approved by the Board, in the manner required by Chapter 720, Florida Statutes, the Association shall provide a copy of the Penalties Schedule to the Owners by mail, delivery, or electronic transmission (to those Owners who have consented in writing to receive notice by electronic transmission). All fines and use rights suspensions shall be deemed. levied against an Owner, and an Owner's lessee, occupant, guest, licensee, or invitee, as applicable, in accordance with the Penalties Schedule for any violation of the Governing Documents set forth in the Penalties Schedule. To the extent any violation of the Governing Documents is not set forth in the Penalties Schedule, the Board shall levy a fine and/or use rights suspension for such violation at a properly notice Board meeting. A fine shall not exceed One Hundred Dollars (\$100.00) per violation for each day of a continuing violation, with a single notice and opportunity for hearing. A fine may exceed One Thousand Dollars (\$1,000.00) in the aggregate and may become a lien against a "Parcel" (as such term is defined in the Declaration) in accordance with Section 10.3.3 of the Declaration. A use right suspension shall not apply to that portion of the Common Area used to provide access or utility services to the Parcel and shall not prohibit an Owner or lessee of a Parcel from having vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to the right to park.
- 14. Other Enforcement Action. Other enforcement action may include removal of owners, tenants and entire household vehicle bar codes for (30) thirty days. The Association may also take legal action, if necessary, to obtain compliance. Owners shall be responsible for legal fees and costs which the Association incurs in seeking compliance with use restrictions and rules. After satisfaction of fine and no other violations within that same calendar year, bar code may be reinstated at the current cost of such
- 15. No Limitation of Remedies. Notwithstanding the remedies available to the Association as set forth in this Resolution, including, without limitation, the Penalties Schedule, this

Resolution shall not be deemed an election of remedies by the Association and shall be in addition to, and not a limitation of, all other remedies available to the Association. The Association may seek additional enforcement of the Governing Documents in any manner available to the Association.

16. Exhibit D provides for the Penalties schedule.

Offi	* ***		
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EXHIBIT A

Subd	 	
Lot/Bldg.	 Unit_	
Rec'd. By	 Date	

Indian Spring Master Association Request for Architectural Committee Review

Mr/Mrs:	
Local Address:	
Local Phone Number:	
Other Address:	
E-Mail:	
PLEASE RETURN BOT	CH COPIES TO THE OFFICE
REQUESTS ARE AUTOMATICA	ALLY CANCELED AFTER 45 DAYS
f description of addition, alteration, improvement	
	
tractor's Name	Phone
all all	
	Homeowners Affidavit
This Portion for Office Use Only	I have read the covenants and restrictions of both
Cert of General Liability Ins.	my Association and the Indian Spring Master Association and agree to abide by such covenants
Cert. of Worker's Compensation Ins. Cert. of Exemption of Worker's	and restrictions. No work will be commenced with-
Compensation Ins.	out the approval of both my Association and Indian Spring Master Association. Homeowner shall be
Contractor's License	responsible to correct any damage caused as a result of work done.
Permit	Signed Date
For Assoc	iation Use Only
Approved by H.O.A., P.O.A. or Condo	Approved Indian Spring Master Association
Preliminary approval subject to review of I.S.M.A.	Insufficient information
	Not Approved (noted)
Insufficient information submitted - resubmit	ARCHITECTURAL CONTROL COMMITTEE
Not Approved (noted)	INDIAN SPRING MASTER ASSOCIATION, INC.
	Comment:
nment:	
nment:	

EXHIBIT A

ARCHITECTURAL PROCEDURES

- 1st Come to the I.S.M.A office located next to Gate 2.
- 2nd Pick up Architectural form at front desk.
- 3rd Fill out all highlighted areas on Architectural form.
- 4th Submit completed Architectural form with descriptions, drawings, pictures, etc. to front desk.
- 5th Make sure that hired Contractor provides License & Insurance to front office or email: ismarec1@gmail.com
- 6th Once documents are received from hired Contractor front desk will contact assigned Board member to review and sign Architectural form.
- 7th If a permit is required for the job being done, a permit must be applied for by homeowner/contractor with Palm Beach County and submitted to the I.S.M.A office.
- 8th When all requested documents are obtained, the I.S.M.A office will provide final approval/disapproval.
- 9th Front desk will contact the homeowner to pick up their copy of approval/disapproval.

Exhibit B

Architectural Review Basic Understanding

Generally speaking, the architectural review process is in place for 2 main reasons:

- To enforce community standards according to the documents agreed to by all homeowners
- To be sure that the work is being done by a licensed and insured contractor and that all proper permits are in place when needed.

Architectural forms must be filled out for these 2 main circumstances:

- Any time work is done outside the home.
- Any time work is done inside the home that is considered "Major Plumbing" or "Major Electrical"

Architectural Review Forms can be acquired from the main office and must be filled out and submitted by the Homeowner, not the contractor. (This is often a detail that is misunderstood.) The Homeowner must receive approval of their request before the contractor or homeowner begins the work. Generally, the Review Forms that are submitted are not approved by the board until proof has been supplied by the contractor that they are licensed and insured and that they have pulled any necessary permits.

For work being done inside your home, you need to fill out an Architectural Review Form and have it approved If you are doing any 'major' electrical or plumbing work. (For instance, if you are changing any plumbing behind walls or remodeling a kitchen that requires additional circuit breakers or wires to be moved). Cosmetic work inside the home <u>NOT</u> involving 'major' electrical or plumbing does not generally require approval. (for instance you may replace a ceiling fan or paint a room without filling out the form and getting approval) If in doubt, the office or your board President can often provide more specifics.

Any work done on the outside of your home or property or any work that is seen by an outdoor viewer (like a window or sliding glass door or an outdoor patio) — regardless of scope or cost — will require the owner to fill out the Architectural Review Form and have it approved by the board before beginning work. This is so that the community is made aware of the work and can be sure it fits 'community standards' and to be sure any contractors doing the work are licensed and insured.

This process is the same for any outdoor or visible maintenance work as well — like cleaning roofs or gutters or having a window cleaning service. In cases involving "cleaning or maintenance" situations the architectural approval system is in place not necessarily to "approve" the project but to insure that the project is done by a licensed and insured contractor to protect the association and home owner.

Architectural reviews for outside landscaping are also required to be sure work done is taking into account underground infrastructure like cable, power, or irrigation.

Contractors requesting access thru the gates that have not been pre-approved via this process can be prevented from entering the community and doing the work.

This info-bulletin is for general information only and not meant to be comprehensive. Always consult your documents or your association if in doubt. We hope you find this helpful.

PENALTIES SCHEDULE

The penalties set forth in this Penalties Schedule shall not be deemed an election or removes: by Indian Spring Master Association, Inc. ("Association") and shall be in addition to, and not a limitation of, all other remedies available to the Association.

Violation Type	Time to cure violation	The state of the s			
		1 st Instance	2 nd Instance	3 rd Instanc	4 th Instance
All other violations	As set forth in notice of violation	Warning	\$50	\$75	\$100 + other enforcement action
Speeding L1 (up to 11 mph over published speed limit)	N/A	Warning	:\$50	\$75	\$100 + other enforcement action
Speeding L2 (12 mph or more over published speed limit)	N/A	\$50	\$75	\$100	\$100 + other enforcement action
Parking	24 hours in 1st Instance	Waming	\$50	\$75	\$100 + other enforcement action
· {	N/A in all other instances				
Prohibited vehicle	24 hours in 1st instance N/A in all other instances	Warning	\$50	\$75	\$100 + other enforcement action
Animals	N/A for animal waste violation. As set forth in notice of violation for other animal violations	Warning	\$50	\$7.5	\$100 + other enforcement action
Architectural	At least 10 days or more as determined by the Association's Architectural Committee		I \$100.(Per.da	ay until cure	ed) + other enforcement action

EXHIBIT D

^{**}Owners fines shall reset after violation free for one calendar year.

PERMIT APPLICATION TYPES

CLICK ON BLUE TEXT FOR CORRECT SUBMITTAL CHECKLIST

04/27/ Page 34 of 63

<u>TYPE 1 PERMITS</u> TYPE 1 BUILDING PERMITS 1&2 Unit Residential

- A/C Change-Out
- Awnings
- Driveway w/Turn Out In a County ROW
- Electric Service Change
- Pool Barrier Fence/Rail
- Wall
- Water:Heater Change-Out

Non-Residential & All Residential

- LN Electric (Except Fire Alarm) or Security for Detached SFD)
- · Electric Temp. Event
- Mobile (Mfr.d) Home Roofover
- Reroofing
- Screen Alum, Infill Wall Panel
 Sewer Connection
- Siding / Stucco on Frame
- Vinyl/Acrylic Removable Insert Systems:
- Water Service Connection
- Window and Door Replacements

TYPE 11 PERMITS TYPE 1 SITE PLAN REVIEW **PERMITS** 1&2 Unit Res..

- Court Surfaces
- Fence (Except: Pool Barriers)
- · Slab -Not for Future Structure Non-Res. & Res.
- Driveway / Parking / Surfacing / Repaying (Not Paving in ROW)
- Flagpole Less Than 20'
 Painted Wall Sign

Other

- Residential SFD Accessory Enclosure - Max: 6'x6'
- Planter Under 3' in Height

TYPE 2 PERMITS TYPE 2(A) PERMITS (1&2 Unit Residential)

- · Air Conditioning- New System
- · Canopy Carport Fabric
- Demolition
- Fire Damage/Emergency Repair
- · Gas Lines, Tank, or Tank & Lines
- Interior Removed (Only when P.R. is submitted for Alteration)
- Imigation Electrical
- Mobile Home-Accessory
- Mobile (Mfr'd) Home-Tie Down
- Mobile (Mfr'd) Home-Sub-Permit.
- Pole Barn.
- Pool Deck
- Porch
- Screen Structure
- Shed
- Storm Shutters
- Window Wall System/ Sliding Glass Door

TYPE 2 PERMITS

(Cont'd) TYPE 2 (B) PERMITS (Non-Res.-Comm. and 3 or More Unit Res.)

- A/C Change-Out
- Awnings
- Demolition
- · Electrical General
- · Entry Feature (Structure Only)
- Fence
- Fire Alarm System
- Fire Damage/Emergency Repair
- Fire Suppression I Sprinkler
- . Gas Lines, Tank, or Tank & Lines
- Hood-Commercial Cooking
- > Interior Removal (Only when a P.R. is submitted for Alteration)
- Imigation Electric
- · Parking/Repaying
- Pool Deck
- Shed
- Site Lighting
- Storm Shutters
- · Walk-in Cooler Interior Installation
- Wall Site Perimeter/Commercial
- Window/Wall System/ Sliding Glass Door

TYPE 2 (C) PERMITS (Simple Signage)

- Entry:Feature Text ONLY
- · Face Change, or Text Only on Entry Feature of Wall
- Wall Signage

TYPE 3 PERMITS

(Res. - 1 & 2 Unit Dwelling) TYPE 3 (A) PERMITS

(Additions & Alterations to an Existing Residence)

- Addition 182 Unit Dwelling
 Addition Mobile (Mfr d) Home
- Alteration Interior or Exterior
- Enclosing Carport, Garage,
- or Porch (Infill Walls)

TYPE 3 (B) PERMITS (Detached Accessory Buildings)

- Bam
- Garage/Carport
- Guest House (No Cooking Facil's)
- Stable (No Grooms Quarters)
- Storage
- Workshop

TYPE 3 (C) PERMITS (Special Permit Accessory

- Buildinas) Accessory Apartment
- · Grooms Quarters (With or Without Stables!

TYPE 3 (D) PERMITS

- Master Program Child
- TYPE 3 (E) PERMITS
- Spa
- Swimming Pool Above-Ground
- · Swimming Pool In-Ground

TYPE 3 (F) PERMITS

 Manufactured Residential Building (Modular, NOT Mobile Home)

TYPE 4 PERMITS (Non-Res.-Comm. & 3 or More Unit Res.)

TYPE 4 (A) PERMITS (Site improvements)

- Fuel Tank-Install or Remove
- Play Structures
- Recreation Court
- Swimming Fool

TYPE 4 (B) PERMITS

- Accessory Structure
- Addition
- Sales Facility Manufactured (Modular) Building

TYPE 4 (C) PERMITS

- Renovation
- · Tenant/Interior Improvement.

Type 4 (D) Permits (Complex Signage)

- Off-Premise Signage (Including) Biliboards)
- Point of Purchase Sign
- Temporary Residential Development Sign

<u>TYPE 5 PERMITS</u>

- Designed 1 & 2 Unit Dwelling
- · Master Plan SED Initial Submittal
- Townhouse

TYPE 6 PERMITS

Non-Residential Building (Commercial, etc.)

 Three or More Unit Multi-Family Dwelling

TYPE 7 PERMITS

Violations

TYPE 8 PERMITS (Marine Structures)

- Boardwalk
- Boathouse
- Boatlift and Other Roofed Structures
- Dock
- Dune Walkover
- Seawall/Bulkhead

TYPE 9 PERMITS

Government Projects

- TYPE O PERMITS Agricultural Zoning Reviews
- Landscape Reviews
- Municipal Impact Fees
- Any Other Submittal That is Not a Building Permit Application

You may also visit our website at www.pbcgov.com/pzb/building

Permit Center or One Stop permitting to view and download Bullding Division's most used forms, applications, variances, links and additional resources for your permitting needs:

Hees - To view the current construction permit fees.

Codes - To view the currently adopted technical standards for construction in Palm Beach County.

Contractor Tracking - To track particular contractors who are certified within Palm. Beach County.

Product Approval - Statewide and local information.

Perinit Tracking - After issuance or to request or review inspection history, you may select Perinit Tracking of Plan Review Tracking. You will need your permit number or a plans review to track,

Inspection information – To find inspection codes and phone numbers to schedule your inspection.

Flood Information – How to find your flood zone. Flood Damage Prevention Ordinance

Technical Amendments - Shed Prescriptive Design

riescupuve Dealgu Surre Area Mapping Systems —

Suige Area Mapping Systems - Hurricane evacuation zone and evacuation information.

The Permit Center hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., except holidays. The last sign in for Permit Application is 4:30 p.m.

The South County Office is open for pick up and drop off services only. The hours of operation are Monday and Thursday 8:00 a.m. - 12:00p.m.

1.00p.m. -5:00 p.m.



Palm Beach County Board of County Commissioners

Main County Office 2300 N. Jog Road West Palm Beach, Florida 33411 561-233-5101 South County Office 345:S. Congress Avenue, Suite 102 Delray Beach, Florida 33445 561-276-1284

Revision January 2014

REQUIRING A PERMIT



Planning, Zoning & Building Department

Building Division 561-233-5100

Section 105 of the Palm Beach County Amendments to the Florida Building Gode requires permits for most construction-related work Various improvements to real property may not require a Building permit of Zoning review. Some may require only a Zoning review, and are exempt from inspection and Building Code review. These improvements are remited Type 1- Site Plain Review Permits. The work exempted must still be constructed in accordance with minimum code standards. Other improvements for certain structures on actively functioning farms are subject to agricultural exemption from Building Code enforcement by Florida Stante.

ITEMS NOT REQUIRING A PERMIT

A/C - Replacement of an existing window unit with an existing dedicated electrical outlet.

AC/Heating - Repair of existing system and/or replacement of any part that does not alter the system listing or make it unsafe.

Celling Pan - Replacement of existing fan using existing fan box and wiring.

Ceramic Tile - Remove and replace (not on fire-rated assemblies),

Dishwasher – Exact teplacement same

Door - Replacement of any exterior door (excluding overhead doors) within the existing jam; once in a 12-month period (1 and 2 family dwellings only).

Door - Remove and replace any interior residential door within the individual unit in the same location.

Driveway - Scalcoat asphalt (1 and 2 family dwellings only).

Drywall - Minor repairs if value of work is under \$1,000 (1 and 2 family dwellings only, not involving fire-rated assemblies).

Faucet - Replace existing (not involving removal of drywall).

Fence - Minor repair or exact replacement of a permitted fence up to \$1,000 fair market value, excluding pool barriers.

Gutters and Leaders - On 1 and 2 family dwellings.

Kitchen cabinet - Exact replacement only with no change in configuration of electrical or slumbing (1 and 2 family dwellings).

Light Fixtures - Replace "like for like" in societing lighting outlet (1 and 2 family dwellings society)

Dutter of switch - Replace existing outlet or switch with appropriate type within existing unction box.

Painting

Pavers – Sand set that are not a pool/spa deck or within tive feet of a pool (1 and 2 family dwellings only), excluding dereways or turnouts. Playground equipment, Manufactured - Site-bull play enclosures less than 6' x 6'x 6'H (1 and 2 family dwellings only). (Uses must still meet accessory setback requirements)

Portable/Manufactured Pool or Spa - Less than 24 hother deep.

Roof - Minor repair of existing roof covering less than \$1,000 fair maiket value.

Satellite Dish Antennas – Residential 1 meter or less in diameter. Commercial 2 meters or less in diameter.

Screen toom – Rescreening to \$1,000 value. Siding – Minor repair to existing under \$1,000 Sink — Exact replacement in same location only.

Soffit or Pascia — Minor repair or replacement
up to \$1,000 in value, which does not involve
structural members.

Stucco - Minor repair of existing stucco finish, if value of work is under \$1,000.

Water Closet - Replacement in same location. Water Heater - Repair or replace heating Window - Repair within existing frame, if value of work is under \$1,000.

Wood Deck - Minor replacement of existing decking under \$1,000 (1 and 2 family dwelling, only).

AGRICULTURAL EXEMPTIONS

Non-fesidential Buildings on Farms - Zoring Approval is required.

For additional information refer to PZB-PPM MD-RI-002,

SITE PLAN REVIEW PERMITS

- Court Surfaces (1 and 2 family dwellings).
- Driveway, Parking, Resurfacing, Repaving (1 and 2 family dwelling only). No expansion of paved area, or in R.O.W.
 - Pence (1 and 2 family dwelling), except zero lot line, safe site comers and pool barriers.
 - Flag Poles Less than 20 feet high.
 - Painted Walls Signs
- Slab (1 and 2 family dwelling) Not for future structure, and not including footers or located within 5 feet of a pool.
- Planters Less than 3 feet in height.
- Accessory Enclosure (sheds) Max. 6' x 6' x 6' x 6'H for single-family dwelling only.

This list is a concise guide to Palm Beach County Building Division Policies and local Building Codes. In the event of a conflict between this document and a specific rule or regulation, the law shall control. All work must inect current code standards.

VOTE:

If you are proposing any other type of improvement or replacement to your home that is not identified on this list, please contact the Building Division. Permit Center Help Desk at 561-233-5120.

RULES & REGULATIONS REGARDING OFFICIAL RECORDS

INDIAN SPRING MASTER ASSOCIATION, INC.

RULES AND REGULATIONS REGARDING OFFICIAL RECORDS

Pursuant to section 720.303(5)(c), Florida Statutes, as may be amended from time to time, in an effort to efficiently conduct the business of Indian Spring Master Association Inc. ("ISMA") and to ensure that all of ISMA's members ("Member" or "Members") have an opportunity, if so requested, to reasonably access and inspect the official records of ISMA, maintained pursuant to section 720.303(4), Florida Statutes, as may be amended from time to time, the following rules and regulations shall govern official records requests, inspection, and copying.

- 1. Scope. Subject to the exceptions as set out in section 720.303(5)(c), Florida Statutes, as may be amended from time to time, the official records of ISMA are open to inspection and copying by any Member, or the authorized representative of such Member as the Member may designate in writing to ISMA ("Member Representative"), in the manner set out in these Rules and Regulations.
- 2. Request. Any request to inspect and/or copy ISMA's official records must be made in writing, sent by certified mail, return receipt requested, to ISMA at its mailing address as provided by the Florida Division of Corporations. ISMA staff shall date stamp all requests upon the date received. ISMA may promulgate an official records request form, from time to time. All requests received in any other manner will be disregarded and shall in no way obligate ISMA to allow such Member, or Member Representative, to inspect of copy ISMA's official records.
- a. Requests must be described with sufficient specificity as to allow ISMA to locate the requested official record(s). ISMA shall not be obligated to identify and retrieve requested official records that are not adequately identified by the Member.
- b. Wherever applicable, the request must specify pertinent dates and/or time periods for the requested official records.
- c. Request must indicate, as may be applicable, which requested official records any Member wishes to be photocopied and Member must include a check made payable to ISMA in the total amount as determined by Rule 5, Rule 6, and Rule 7 of these Rules and Regulations.
- d. Requests for inspection and/or copying of ISMA's official records may, in the Board's sole and unfettered discretion, be referred to ISMA's legal counsel for assistance.
- e. ISMA shall not research the official records. For example, a request to "provide the maintenance bills for the five most expensive months during the past three years" is not acceptable. Whereas, a request to "provide all maintenance bills for the past three years" is acceptable.
- f. ISMA shall not be required to deliver records to a Member in any particular form. No document or report will be created in a format other than that document or report as kept in the ordinary course of business.

- g. Notwithstanding the foregoing, Members requesting copies of approved meeting minutes or routine monthly income expense statements may request these by email to <u>Compliance@ismaster.org</u> and response to same will be by email providing such documents in PDF format at no charge to the Member.
- 3. Frequency and Duration. A Member may request the same record(s) only once during a twelve (12) month period. Official records shall be made available to a requesting Member within ten (10) business days of receipt by ISMA of a written request. Each Member, or Member Representative, is restricted to four (4), two (2) hour periods per month to inspect ISMA's official records. A Member, or Member Representative, shall only inspect ISMA's official records on a business day during normal business hours. ISMA's office secretary/assistant manager will schedule appointments to view records, upon receipt of a request in accordance with Rule 2 hereof. If a Member, or Member Representative, cannot review all official records requested within any two (2) hour period, the Records Custodian ("RC"), as further defined below, shall schedule an additional appointment(s) until the maximum of four (4) such periods has been reached.
- 4. Location. ISMA shall designate, from time to time, a location for the inspection and or copying of the official records. In any event, ISMA's official records shall be made available for inspection and/or copying at a location within forty-five (45) miles of Indian Spring or within Palm Beach County, Florida.
- 5. Vendor Fees. In the event official records of ISMA are maintained by or are in the possession of a third-party vendor from whom ISMA must obtain such official records from in order to satisfy the request of a Member, any fees charged by the third-party vendor shall be invoiced to the requesting Member and paid by the requesting Member before the records are ordered from the vendor.
- 6. Photocopying Costs. Pursuant to Chapter 720, Florida Statutes, as may be amended from time to time.
- a. In the event ISMA has a photocopy machine available where the official records are maintained, ISMA shall provide the requesting Member with copies, upon the Member's request, during the Member's inspection if the entire request is limited to no more than twenty-five (25) pages. If the official records requested to be copied exceed twenty-five (25) pages in length, ISMA shall charge twenty-five cents (\$0.25) per page for copies made on ISMA's photocopier. ISMA may adjust the provisions of this section to reflect provisions of Chapter 720, F.S., as may be amended from time to time.
- b. In the event ISMA does not have a photocopy machine available where the official records are kept or if the official records requested to be copied exceed twenty-five (25) pages in length, ISMA may, in its sole and unfettered discretion, have copies made by an outside duplicating service and shall charge the actual cost of copying, as evidenced by the vendor invoice. ISMA may adjust the provisions of this section to reflect provisions of Chapter 720, F.S., as may be amended from time to time.

- c. A Member, or the Member's authorized representative, may use Page 40 of 63 device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records, free of charge, in lieu of ISMA's providing the Member, or the Member's authorized representative, with a copy of such records. If a Member, or Member Representative, wishes to use a portable device to make an electronic copy of the official records, the Member, or Member Representative, shall inform the RC, who shall make note of the document(s) copied. ISMA may adjust the provisions of this section to reflect provisions of Chapter 720, F.S., as may be amended from time to time.
- Personnel Costs and Attorneys' Fees. In the event the time spent retrieving and/or copying the requested official records exceeds thirty (30) minutes, the requesting Member shall pay personnel costs not to exceed twenty dollars (\$20.00) per hour. Personnel costs shall not be charged for official records requests that result in the copying of a total of twenty-five (25) or fewer pages. In ISMA's sole discretion, if ISMA deems it necessary to have ISMA's attorney present during the inspection due to the nature of the request or the official records requested, then the requesting Member shall be responsible to pay the estimated attorneys' fees prior to such Member's inspection of the official records unless otherwise prohibited by prevailing law. ISMA may adjust the provisions of the paragraph to reflect provisions of Chapter 720, F.S., as may be amended from time to time.
- 8. Records Custodian and Official Records Report. ISMA's manager shall establish a RC for each request received in accordance with Rule 2 hereof. Upon receipt and prior to the scheduled inspection, the RC shall prepare an Official Records Report ("ORR"), which lists all documents, files, and records the Member has requested. Any document, file, or record requested that is subject to exemption under section 720.303(5)(c), Florida Statutes, as may be amended from time to time, shall be noted, and the Member advised that such document, file, or record is exempted. Any document, file, or record requested that is not available at the time of inspection shall be noted in the ORR, and the Member will be advised of when the RC anticipates it being available. Any document, file, or record requested that does not exist shall be noted in the ORR. The RC shall send a copy of the ORR to the Member in advance of the appointment. The ORR shall also list all appointment times and the Member, or Member Representative, to be present.

9. Inspection and/or Copying.

- a. The inspection and/or copying of ISMA's official records shall be limited to those official records requested in accordance with Rule 2 herein and as set out in the ORR.
- b. The RC will be present during the inspection and will maintain control of the records at all times. The RC shall remain in the room at all times during the inspection. The RC shall use the ORR as the official document request, from which files, documents and records will be provided to the owner.
- c. If the Member requested multiple files, ISMA's staff shall prepare said files each in a separate folder or box. The Member, or Member Representative, may only view

d. one file or box at a time. That is, the RC shall provide each t Page 41 of 63 containing the requested record(s) to the Member, or Member Representative, one folder/box at a time.

Upon completion of review of that folder/box, the Member, or Member Representative, shall return the folder/box to the RC, and be provided with the next folder for review.

- e. If, in the RC's sole discretion the RC deems necessary, the RC shall hand each document from a folder/box to the owner, for the Member's, or Member Representative's, review. The RC shall receive said document back and place it in the folder/box, before providing another document for review.
- f. If the Member, or Member Representative, requests the RC to make copies of documents, the RC shall call another staff person into the inspection room. The second staff person shall make copies and return the original and copies to the RC. The RC shall provide the Member, or Member Representative, with the requested copies and make note of copies provided before returning the original to ISMA files.
- g. ISMA shall not be required to interpret any document found within the official records and shall not be obligated to answer questions during the course of the inspection of the official records.
- h. When an owner finishes the review of a specifically requested folder/document, he/she shall initial that his review of said folder/document is complete. Should the owner refuse to do so, the RC shall note the completion of the review and the owner's refusal.
- i. No Member, or Member Representative, shall mark, write upon, or otherwise mar or alter any portion of the official records of ISMA.
- j. No portion of ISMA's official records shall be removed by a Member, or Member Representative, from the inspection room unless such records were provided to the Member, or Member Representative, as a requested copy.
- k: In the event the conduct of a Member, or Member Representative, becomes inappropriate during the inspection of ISMA's official records, the inspection shall be immediately terminated in the sole discretion of the RC.
- I. At the end of, or before the end of, the two (2) hour period, if the Member, or Member Representative, has completed his/her review of all requested records, the RC shall note same on the ORR, and the appointment shall be terminated.
- m. If the Member, or Member Representative, has not completed his/her review, the RC shall schedule another appointment to complete the review with the Member, or Member Representative, in accordance with Rule 3 hereof. The Member, or Member Representative, and the RC shall review documents, files, and records that remain to be reviewed.

- n. If there is a dispute between the Member, or Member Represerpage 42 of 63 the RC on what documents remain to review, ISMA's manager shall discuss the dispute between the RC and the Member, or Member Representative, and render a final decision. Decisions of the manager on disputes are appealable to the Association Secretary, who has final authority over records reviews.
- 10. Non-Accessible Official Records. Pursuant to section 720.303(5)(c), Florida Statutes, as may be amended from time to time, the following records are not accessible to Members, or Member Representatives:
- a. Any record protected by the lawyer-client privilege as described in section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by ISMA's attorney or prepared at ISMA's attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or ISMA and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
- b. Information obtained by ISMA in connection with the approval of the lease, sale, or other transfer of a parcel.
- c. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.
 - d. Medical records of Members or community residents.
- e. Social security numbers, driver license numbers, credit card numbers electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Member other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address and property address. Notwithstanding these restrictions, ISMA may print and distribute to Member a directory containing the name, parcel address, and telephone number of each Member. However, a Member may exclude his/her telephone number from the directory by so requesting in writing to ISMA. ISMA is not liable for the disclosure of information that is protected under section 720.303(5)(c)(5), Florida Statutes, as may be amended from time to time, if the information is included in an official record of ISMA and is voluntarily provided by a Member and not requested by ISMA.
- f. Any electronic security measure that is used by ISMA to safeguard data including passwords.
- g. The software and operating system used by ISMA which allows the manipulation of data, even if the Member owns a copy of the same software used by ISMA.

These rules have been adopted at a properly noticed Board of Directors meeting held on May 30, 2019.

Richard Banaszak, President

Patricia Rogers, Secretary

6/6/2019

Date

06/04/2019

Date

SECURITY INFORMATION & GUIDELINES

Security Recommendations

Indian Spring Security

The awareness and cooperation of our residents contributes to the overall safety of the community. There are many precautionary measures homeowners can take that would help to deter an intruder or possible burglar.

Use outdoor lighting around the perimeter your home. Try to eliminate dark or vulnerable areas. Use them even when you are at home. Motion detector lighting will also inhibit an infinder's efforts. This will benefit you and your neighbors.

If you see any unusual or suspicious activity-taking place in or around the community; contact your local gatehouse immediately. We will dispatch the Mobile Patrol to that area.

If you see any vehicles parked anywhere around the perimeter of the community in the evening report this to your gatehouse.

Check with your gatehouse periodically to see who is on your permanent entry list. Also keep your house-sitter/key-holder information current.

Always leave some inside lighting on at your home. Lights connected to timers and set to alternate zones will give the impression that someone is at home even if you are not.

Make sure all your blinds or curtains are closed. Keep all doors locked, even when you are home. Keep garage doors closed.

Turn down the volume on your telephone answering machine. A recorded message that can be heard from outside is a sure indication that there is no one home.

Burglar alarms are the best deterrent but they only work when they are turned on. Activate your alarm even when you only plan to be away for a short time.

Install additional locks on all sliding glass doors. The factory locks on these doors are inadequate and can be easily broken. Be sure the additional locks are always in the set position. Cleaning girls sometimes open these doors and forget to reset the locks.

(A wooden pole in the door track will also work.)

The strike plate for a regular entrance door is secured with short screws. Replacing these with longer screws is very easy and will help to better secure the door.

Additional window locks are also a good idea. They should be a type that can be easily removed in case of an emergency.

Answering machine messages should never suggest when it's the best time to call.

Never leave dates of upcoming events that you plan to attend Posted where they <u>ran</u> be seen by anyone who enters your home. This information could be passed along to the wrong person.

Indian Spring Master Association
Security Department
5995 Bannock Terrace
Boynton Beach, FL 33437
561-732-1505

NEW RESIDENT INFORMATION

*A code number is assigned to every registered owner/lessee on our property. This is the guards way of knowing residents are who they say they are when talking to them over the phone or when they come to the gate in a car with no barcode sticker. Code numbers are for the resident/owner or a lessee only. It is for the sole purpose of identifying the resident when calling the office or gate. Additionally, a PIN number is assigned to each resident to be used with the Automated Clearance System.

If a code number or PIN number is used by anyone other than a registered occupant, it will be discontinued and another code / PIN must be issued in order to continue to clear people through the gate. A code / PIN number can be given to you at the Security office only, where you will need to present photo identification. This is done to protect your property & the whole of our community.

BARCODE STICKER INFORMATION:

BARCODE STICKERS ARE ISSUED FROM 9:00 AM UNTIL 12:00 PM MONDAY THRU FRIDAY. THE COST OF EACH BARCODE STICKER IS \$35.00. IF OR WHEN YOU SELL/TRADE YOUR CAR THE COST OF A REPLACEMENT STICKER IS \$5.00. WE ARE ONLY ABLE TO ACCEPT CASH OR A CHECK.

BARCODE STICKERS ARE ISSUED TO DEEDED OWNERS OR REGISTERED OCCUPANTS ONLY. REGISTERED OCCUPANTS THAT ARE NOT ON THE DEED MUST SHOW INDIAN SPRINGS AS THEIR RESIDENTIAL ADDRESS ON THEIR DRIVER LICENSE, AND BE ACCOMPANIED BY THE RESIDENT TO BE ISSUED A BAR CODE STICKER. YOU WILL NEED TO BRING YOUR CURRENT VEHICLE REGISTRATION AND GOVERNMENT ISSUED PHOTO LD WITH YOU TO THE OFFICE.

ALARM INFORMATION:

IF YOU HAVE A HOUSEHOLD ALARM SYSTEM, PLEASE INFORM THE MONITORING COMPANY, AFTER CALLING 911 THEY SHOULD NOTIFY INDIAN SPRING SECURITY @ 561-369-7282

LESSEES

IF YOU CHOOSE TO STAY AT INDIAN SPRING LONGER THAN THE TERMS OF YOUR CURRENT, APPROVED LEASE, YOU MUST SUBMIT A NEW LEASE, NEW APPROVAL PACKET, AND APPROVAL FEES A MINIMUM OF THRITY (30) DAYS PRIOR TO THE EXPIRATION OF THIS LEASE. THIS IS REQUIRED EVERY YEAR. PLEASE CONTACT THE PROPERTY MANAGEMENT OFFICE FOR YOUR COMMUNITY AND THE ISMA OFFICE TO OBTAIN THE NECESSARY PAPERWORK EACH YEAR.

IF A NEW APPROVAL IS NOT RECEIVED BY THE EXPIRATION OF YOUR CURRENT LEASE, ALL DOCUMENTATION OF YOUR RESIDENCY WILL BE REMOVED FROM THE GATEHOUSE AND YOUR BARCODES WILL BE AUTOMATICALLY DEACTIVED THE DAY AFTER EXPIRATION.

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SIGNATURE OF RESIDENT / LESSEE

Security Clearances

Any administrative changes or changes to your permanent guest list must be called in to the Security Office. (561) 732-1505

The guardhouse computer includes a voice mail guest clearance system. It is easy to use, convenient and will help the guard to clear your guest through the gate much faster.

Here is how it works:

- 1. It recognizes your phone number by caller ID.
- 2. It asks you if you are expecting your guest today, tomorrow, etc. The prompts continue with options for 3 day, 5 day, 7 day or 14 days. It then asks you to speak the name of the guest. For clearance 15 days of more, please call the security office.

The voice mail clearance system should be used for all temporary guest clearances. (Note: Your clearance takes a few minutes for the clearance to reach the Gatehouse) Permanent guest clearances must be called into the Security Office. Residents can contact their local guardhouse at the usual phone number for any other reason.

The phone number to the voice mail guest clearance system is (561) 740-7836.

Please advise your regular visitors that they should be prepared to provide a picture ID at the gate (i.e. nurses, aids, house cleaners, etc.).

Autorisations de sécurité

Maintenant que le système informatique est operationnel a votre porte de garde. Pour tous changements administratifs, pour effectuer des changements sur votre liste d'invite permanent, vous devez appeler le bureau de securite

L'ordinateur du poste de garde comprend un systeme de messagerie vocale. Il est facile a utiliser. C'est tres pratique vous permet d'admettre vos invites de facon beaucoup plus rapide.

Voici comment le systeme fonctionne:

il reconnait votre numero de telephone par identification de l'appelant.

il vous demande d'entrer le nombre de jours voulu en tapant simplement sur le clavier de votre telephone.

il vous demande de prononcer le nom de l'invite.

Le systeme informatique vocale doit etre utilise pour toutes les autorisations de visiteurs temporaires.

(Remarque: Votre message prend quelques minutes pour que le garde au poste le recoive sur son ordinateur) Pour les invites permanent vous devez absolument le bureau de securite. Les residents peuvent contacter leur poste de garde pour toutes autre raison.

Le numero de telephone de la boite vocale est le : 561-740-7836

S'il vous plait, rappeler a vos visiteurs qu'ils doivent montrer leur carte d'identite au garde pour etre admit.

Burglary Prevention

Barriers to Burglary

Burglary is a crime of opportunity. Make their work risky and difficult, and you stand a good chance of stopping them before they get in.

Your first line of defense

To a burglar visibility means vulnerability. They hide behind fences and shrubbery. The key is to keep trespassers out while keeping your property visible. Use picket or chain link fences. Keep hedges clipped down around waist level.

On the outside looking in

Burglars try the doors and windows first. If burglars have difficulty here, chances are they will move on to another property.

Doors

• Locks. The strongest are deadbolt locks with a minimum 1" throw bolt containing a hardened, saw-resistant steel insert. Attach the strike plate to the doorframe with 4" screws. The double cylinder deadbolt lock requires a key from both sides, preventing a burglar from breaking glass in the door and turning the knob from the inside. Make sure the cylinder of the lock has a steel guard — a ring around the key section. The cylinder guard should be tapered, or it should rotate around the key section to prevent wrenching.

Remember, a double cylinder deadbolt can also block your exit in an emergency.

Check with your local law enforcement agency or building inspector to see if these locks are permitted in your area.

- Hinges: Doors that swing out have hinges on the outside. A burglar can easily remove the hinge pins and lift the door out. To foll this, remove the center screw from each side of the hinge and insert a metal pin or headless screw on one side. When the door is closed, the end of the pin will fit into the opposite hole. Thus, even if the pins are removed, the door will remain bolted to the frame.
- Padlocks: Overhead doors, receiving doors, and garage doors all are typically secured with padlocks and hasps. Look for sturdy padlocks that don't release the key until the padlock is closed. The padlock should be case hardened with a 3/8" shackle to resist repeated smashing. Remember, a padlock is only as good as the hasps on which it is mounted; so bolt hasps securely to a metal plate, and make sure the bolts are concealed when the padlock is closed.
- Door construction: Burglars can kick in a weak door. Replace hollow core doors with solid core
 doors, or strengthen the existing ones with metal sheets. Replace weak doorframes, or reinforce
 them with steel or concrete. Protect glass in the door with steel bars or mesh; or place a
 polycarbonate sheet over the glass on the inside.

Windows

Protect windows by putting grates, grill work, or bars over them; or cover the glass on the inside with a clear polycarbonate sheet. The sheet should extend 1-1/2" beyond the Crime and Violence Prevention Center. California Attorney General's Office perimeter of the glass and be bolted to the door. Space the bolts approximately every 3 inches. Unbreakable safety glass is also available, but it is more expensive.

Guards

Join neighboring businesses to hire a uniformed guard from a reputable security company. Check references. The security staff should be familiar with your employees, your store hours and your shoplifting/internal theft policies.

Other entrances

Skylights, ventilation ducts, and fire escapes tempt burglars because these openings usually are not visible from the street. Protect skylights and ducts with metal grates and from bars. The first stair of a fire escape should be too high for the average adult to reach from the ground. The door or window leading to the escape should be equipped with emergency exit features; window guards should be removable or hinged to allow for an emergency exit: Keys to locked windows or door should be kept nearby.

Key control. Because any lock gives way to a key, practice good key control.

Label keys with a code-indicating back door, receiving door, display case, etc.

· Engrave "Do Not Duplicate" on all keys.

·Restrict key-access and; maintain a log to record removal and return.

· Consider having locks re-keyed when an employee leaves your business.

Lighting

Light is a great crime deterrent. In fact, some states have minimum standards for exterior lighting. Light up all dark areas, especially doors and windows. If your business is in a poorly lit commercial area, join with other merchants to petition local government for more lights or pool funds and underwrite the cost yourselves.

Alarms

Before you invest in an alarm system, weigh the cost against your need. How valuable is your merchandise? How great is your risk? After installing an alarm, let burglars know by putting warning signs in windows and entrances.

Every alarm system should include: Fall-safe battery backup

Fire-sensing capability

Feedback device to check the system.

For an expert appraisal of your security needs, ask for a premise security survey by your local law enforcement agency, or check with a reputable security consultant.

inventory

Keep a complete, up-to-date inventory of your merchandise and property; office machinery, personal belongings, etc. Put a copy in your safe deposit box or at a location away from the site.

Remember

Locks and alarms can't prevent a burglary unless they're in use. Establish a routine for "closing up shop;" locking doors and windows, setting up alarms.

If a burglar breaks in

Your best protection against an intruder is visibility: Well-lit open spaces, low counters, and large, uncluttered display windows — these precautions keep the burglar in the spotlight. Put your safe and cash register up front so that the burglar's activity will be visible from the outside. Empty your cash drawers and leave them open so a burglar won't be tempted to break them open. Anchor safes in concrete, and make sure they have combination locks. Put locks on all interior doors and hook them into your alarm system. (Always check fire regulations before installing such locks.)

If you suspect a burglary:

· Don't go in - the burglar may still be inside.

Don't open for business — your employees and customers may unwittingly alter evidence.

· Call police immediately!

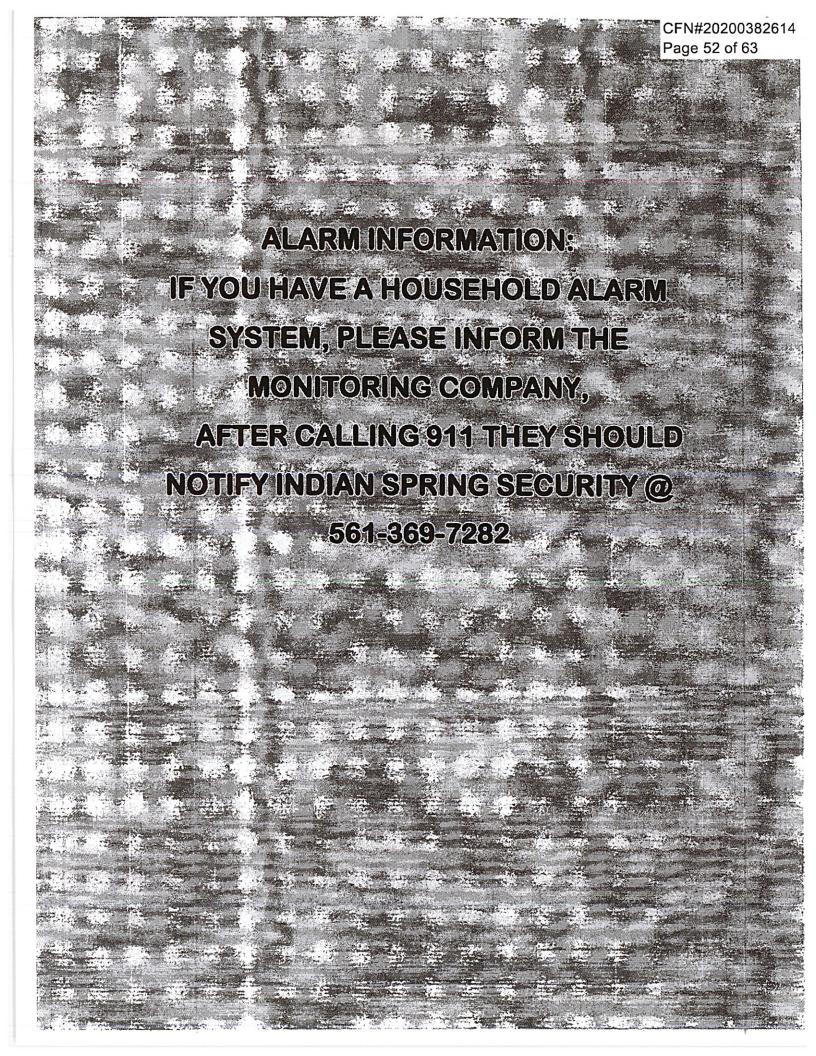
Home Security Checklist

Use this as a guide as you check your home for safety measures. Boxes marked "no" indicate areas where you could take action to improve your home's security. These are just some of the steps you can take to decrease the likelihood that you or your home is targeted.

Exterior Doors	Yes	No
All doors are locked at night and every time we leave the house – even if it's just for a few minutes.		
Doors are solid hardwood or metal-clad.		
Doors feature wide-angle peepholes at heights everyone can use.		
If there are glass panels in or near our doors, they are reinforced in some way so that they cannot be shattered.		
All entryways have a working, keyed entry lock and sturdy deadbolt lock installed into the frame of the door.		
Spare keys are kept with a trusted neighbor, not under a doormat or planter, on a ledge, or in a mailbox		
Garage and Sliding Door Security	Yes	No
The door leading from the attached garage to the house is solid wood or metal-clad and protected with a quality keyed door lock and deadbolt.		
The overhead garage door has a lock so that we do not rely solely on the automatic door opener to provide security.		
All garage doors are locked when leaving the house.		
The sliding glass door has strong working key locks.		
A dowel or a pin to secure a glass door has been installed to prevent the door from being shoved aside or lifted off the track.		<u>. </u>
The sliding door is locked every night and each time we leave the house.		
Protecting, Windows	Yes	No
Every window in the house has a working key lock or is securely pinned.		
Windows are always locked even when they opened a few inches for ventilation.		
Outdoor Security	Yes	No
Shrubs and bushes are trimmed so there is no place for someone to hide.		

	Page	51 of 6	3
There are no dark areas around our house, garage, or yard at night that would hide prowlers.		in the second se	
Floodlights are used appropriately to ensure effective illumination.			
Outdoor lights are on in the evening – whether someone is at home or not, or a Photocell or motion-sensitive lighting system has been installed.			
Our house number is clearly displayed so police and other emergency vehicles can find the house quickly.			
Security When Away From Home	Yes	No.	
At least two light timers have been set to turn the lights on and off in a logical sequence when we are away for an extended time period.			
The motion detector or other alarm system (if we have one) has been activated when we leave home.			
Mail and newspaper deliveries have been stopped or arrangements for a neighbor/friend to pick them up have been made when we go away from home for a period of time.		·	
A neighbor has been asked to tend the yard and watch our home when we are away.			
Outdoor Valuables and Personal Property	Yes	No	
Gate latches, garage doors, and shed doors are locked with high-security, laminated padlocks.			
Gate latches, garage doors, and shed doors are locked after every use.			
Grills, lawn mowers, and other valuables are stored in a locked garage or shed, or if left out in the open, are hidden from view with a tarp and securely locked to a stationary point.		Transition of the state of the	
Every bicycle is secured with a U-bar lock or quality padlock and chain.			
Bikes are always locked, even if we leave them for just a minute.			
Firearms are stored unloaded and locked in storage boxes and secured with trigger guard locks.		The state of the s	
Valuable items, such as television, stereos, and computers have been inscribed with the identifying number approved by local police.			
Our home inventory is up-to-date and includes pictures. A complete inventory is kent somewhere out of the house.			

CFN#20200382614



CERT (COMMUNITY EMERGENCY RESPONSE TEAM)
INFORMATION

IS CERT HURRICANE PREPAREDNESS FOR INDIAN SPRING RESIDENTS

Under the umbrella of the Federal Emergency Management Agency (FEMA) and Citizen Corps, we here in Palm Beach County (PBC) know that a disaster can strike ANYTIME and ANYWHERE. Your PBC Community Emergency Response Team (CERT) continues all year long to be prepared for disasters but especially during the Hurricane Season which runs from June 1 to November 30 by doing the following to Review, Re-Stock, Re-Check, and Refresh all aspects of hurricane preparedness:

(A) BEFORE THE STORM:

- Buy supplies: basic tools, bottled water, non-perishable food, prescription and over-thecounter medicines, and various sized batteries.
- 2. Make a Plan: Decide where you, your family, and your pet(s) will stay during the storm. *Please Note: Indian Spring is NOT in a mandatory evacuation area but we may be asked to evacuate if conditions demand us to do so.
- Gather valuable documents and place in a plastic zip lock bag. Then place in your vault or in your safe room.
- 4. Have cash on hand for necessities.
- 5. Check fire alarms, grills, shutters, and the manual opener of your garage door.
- 6. Take photographs of valuables and store the photographs in a plastic, tight-seal bag.
- 7. Re-check ALL insurance policies.

(B) "JUST BEFORE" THE STORM:

- 1. Track the storm via internet, television, and/or radio, especially news from the National Oceanic and Atmospheric Administration (NOAA).
- 2. Bring all outside furniture, potted plants, sculptures, etc. indoors.
- 3. Charge phones and fuel your vehicle(s).
- 4. Install shutters and the garage door brace.
- 5. Unplug all non-essential electrical appliances and cover prongs with plastic.
- Place the PERSONAL HEALTH INFORMATION (PHI) form for each member of the household in plastic and place on or near the refrigerator door.
- Stock your SAFE ROOM with necessities.

(C) **DURING THE STORM:**

- 1. STAY INSIDE YOUR SAFE ROOM AND STAY CALM!
- 2. Listen TO YOUR BATTERY/CRANK RADIO!
- 3. DO NOT GO OUTSIDE WHEN THE "EYE" OF THE HURRICANE PASSES OVER!!!

(D) AFTER THE STORM:

- 1. Wait until given direction by your Property Owners Association (POA) CERT Team to exit your home.
- 2. Your POA CERT Team will check on you.
- 3. Expect disruption of utilities and services (i.e. cable, internet, electricity, telephones, garbage pickup, etc.).
- 4. Stay safe when checking for damage --- Your POA CERT Team will assist you if needed.
- 5. Contact your insurance agent as soon as possible if you need mitigation help.
- 6. Find the best contractor for repairs by shopping around --- three bids minimal suggested.
- 7. Avoid driving through high water because the water could kill your car's engine.
- 8. ***MAKE SURE YOU HAVE CLEAN WATER AND CLEAN FOOD FOR THE DAYS AHEAD.

Week 1 1 Callon of water per person per day for at least 5 days, for drinking

Sandwich bread (freeze until needed) C 3 Boxes of quick energy snacks

and sanifation

(Le. granola bara or raisins)

O 2 Cans of ready-to-est-soup ☐ 1 Box of creckers

O:Dry cereal ...

O 4 Cans of fruit

Cl 5 Cans of meat

City Cons of Vegetables City of Jam of Jelly or Jam O 1 Large can of Juice ☐ Instant coffee/tes/ powdered drinks Water

Store enough bottled vater for all members of your family and pets before the storm. Clean water that could be used for bathing 6 washing dishes is in your Water will be needed for drinking cooking, and bathing. water heater.

Week 2

C 2 Boxes of large plastic zip bags

C Plestic wrap

C 2 Rolls of aluminum foll

Assorted plantic containers

with Ilde

C 3 Boxes heavy-duty garbage bags

O Waterproof portable plastic container with Ild

Important Documents Preserving Food &

Electrical power-can be off several days after Also, use waterproof containers to protect a storm, so plan for important papers. power outages. <u>5</u>



Before the Season Starts

O Make a family plan: Who does what and where will your family ride out the storm

C Know the disaster plan of your ☐ Locate your water meter and electrical shutoff.

C Thin trees and store loose objects child a school or deycare

contents of your home and stone videotape with a friend who lives Use a video camera to tape the 🗇 Install/test your emoke detector

Photocopy important papers and out of town store safely

C Make plans to board your pet if C Obtain cash or travelers checks you plan to go to a shelter

C Establish an out-of-state contact

to: call in case of emergency

Division of Emergency Management Public Safety Department Palm Beach County

SVal 3

www.pbcgov.com/dem



Emergency Supply Kit

Everyone needs to prepare for emergency situations; but shopping for supplies can be expensive and strenuous. Shopping for items a little at a time before an event, can reduce the stress of recovery by avoiding

Shopping List

Board of County Commissioners Palm Beach County

ADA-this brochure can be made avallabie in. an-alternate (format. Contact. Emergency Management at (561):712-6400. In accordance with the provisions of the

Get a Head Start

long lines and empty shelves.

& Be Prepared!

Rev. 06/14

Keep in a Waterproof Portable Container

. Will, insurance policies, contracts, deeds, stocks, and bonds

Passports, social security cards, Immunization records

Bank account numbers

Credit card account numbers and companies Inventory of valuable household goods. Important telephone (birth, marriage, Family records numbers



Week 4 Cleaning & Supplies

Week 3

Health & First Aid C 1 Bottle of shampoo

2 Packages of eating utensils, paper cups, paper cups, C Facial tissues (Le. Alcenex)

Box senitary hand wipes/liquid

0

C 1 Large tube of toothpaste

O Anthroptic

C 2 Rolls of paper towels
C 4 Rolls of tollet paper
C Elquid dish soap
C Mosquilo repollent
C Matches

C.2 Pairs of later gloves C Broom, mop, and bucket

Tweezerer
 Adhesive bandages, assorted sizes
 Adhesive bandages, assorted sizes
 Rolls of gauze or bandages
 Hydrogen peroxide
 First Aid book
 First Aid book

☐ Unscented liquid bleach

Use What You Have

sure you have these supplies on hand. Don't forget disposable: plates, cups and utensite, paper towels, and tollet paper. Insect repellent and sunscreen should be included: If you have an adequate supply on hand, you will not need to purchase them when you go.

shopping

During a storm, phone and electrical

First Ald

O Petroleum Jelly O Rubbing alcohol

lines go down. Dangerous weather

conditions prevent emergency vehicles from responding to

energency alwations. Preparing your family with GPR and First Aid training can save the life

Stock up on personal care and cleaning tems. Check your supplies now to make

of a loved one....

Medications

Week 5

- O Extra supply prescription
- C Asplin and/or acetaminophen

medication(s)

- Cl Anti-diamtes medicine C Adult vitamins
 - O Thermometer

Special Needs Shelter

Individuals must be able to sleep safely on a cot or mat and meet one of the following accepts residents with a physical condition requiring medical or nursing care that cannot be provided for in a general population shelter. The county Special Needs Shelter only

- · Need nursing assistance with medications or medical care administration
- Monkoting vital signs or medical conditions or activities of daily living but do not need hospitalization
 - Need constant electrical power for medical

Pre-registration is required for individuals needing to use the Special Needs Shelter.

To register call: (561) 712-6400

Week 6 Common Tools

- C Battery operated radio O Fleshights
- C Assorted safety plns

O Flushilight betteriès

- Schaors
- Ö
- Screwditters
 Hers
 Hers
 Hammer(s)
 Hammer(s)
 Hersy-work gloves
 Hersy-work gloves
 Stove fuel/charcoel, lighter fluit
 Camping or utility knile
 L Box disposable dust mesk lighter fluid

Tune In

safe. Be sure to have a battery operated radio and stock up on plenty of batteries. Stay informed about weather conditions, hazards, closed roads, currews, and relief Emergency Operation Center to provide Local media are your primary disaster. They work with the up to date information that can keep you source of Information during center locations.

Heavy Tools

- C Plywood & fasteners to cover windows
- Tampaulin, canvas for temporary roof repair
- Handsaw and/or chain saw & fuel
 - - C Assorted nails D'Wood screws
 - O Hatchet

Crowbar Crowbar

Safety

when people are cleaning up debris. Wear proper safety gear, make sure you know machinery and never work alone, It may be best to hire skilled and insured professionals to properly use power injuries occur after the storm Most hurricane related to do some work

Special Items

Week 7

Week 8

- Special foods for special diets
 - Catra hearing aid batteries C Items for denture care
- C Spare eyeglasses or contact lens I Callon of water per pet
 - U Leash or pet carrier O'Pet food
 - C Baby food C Baby wipes

What You Need

an evacuation zone, pela can be pre-registered. for the Pet Priendly Sheller by calling (561) 233-1266. list. These include baby food and baby care items as well as items for your pet. Make sure you have spare batteries for your hearing aid and a spore pair of eyeglasses, Remember pets are not allowed in general shelter. If you live in Only you know what you need, Some families need special items added to their disester

pbcgov.com/publicasfety/animalcare

6

Palm Beach County

Disasters can happen without warning, it is a good idea to have disaster supplies on

Everyday Supplies

Division of Emergency Management Public Safety Department

www.ReadyPBC.org

Public Affairs Department Palm Beach County

www.pbcgov.com

Smart Supplies

Week 9

(1) Batteries for camping lanten

- Cl Battery powered comping lantem
 - C Portable camp stove or grill
- ☐ Video or disposable camera

Your Property

Before huricane season, make a complete property. Store important documents and valuables in a safe dry place. If you inventory of your valuables and personal

take photos of any damage after the storm for your Insurgnce adjuster. Be sure that you are properly insured and understand all of the conditions of your policy prior to a disaster. evacuate take them with you if you can. Take a photo inventory before the storm and then take photos of any damage after the storm and then This will save you from unfortunate surprises during recovery

Week 10 Helpful Supplies

Comes/activities for kids/femily

C ABC certified fire extinguigher

Everyday Safety

@ Smoke detector with battery

Carbon monoxide detector

- C Local and state road maps C Extra radio batteries
 - C Manual can opener O Gas cans

Have Patience

services. Be patient.
Plan for loss of power,
phones, water, and cable television, Have activities on hand for your Damage affet a hurildane unpredictable: It can take several days, and in some and restore (cases, several weeks to restore power. Crews will begin work as soon as they can to clear roads

amily. Remember that everyone in the community is experiencing the same disaster. DO NOT HOARD FUEL

Nork together and help your neighbor.

hand year-round. Make sure you always have a working fire extinguisher, smoke of Fig. 5

detectors, and a carbon monoxide detector. CANDLES, Never use a generator or charcoal grill These Items says lives DO NOT CUSE damage. To reduce risk reduce property your home nside your garage.



PREPARING YOUR HOME

REVINDER BEFORE YOU LEAVE

For your own protection and peace of mind while you are away, please make sure the following are done:

- 1. HOT & COLD WATER VALVES ON CLOTHES WASHER TURNED OFF
- 2. HOT WATER TANK FEED CLOSED
- 3. HOT WATER CIRCUIT BREAKER OFF
- 4. ALL WINDOWS CLOSED AND LOCKED
- 5. SLIDING DOOR(S) SECURED
- 6. THERMOSTAT SET ON AUTOMATIC, NOT HIGHER THAN 80°
- WATER SHUT OFF
- 8. STOP NEWSPAPER DELIVERY
- 9. GIVE YOUR KEY TO A NEIGHBOR OR HOUSE SIFTER TO CHECK YOUR HOME PERIODICALLY
- 10. MAKE SURE THE SECURITY OFFICE (732-1505) HAS A NUMBER WHERE THEY CAN REACH YOU OR THE NAMES AND NUMBERS OF PERSONS TO CONTACT IF THERE IS A NEED FOR EMERGENCY ACCESS TO YOUR HOME. THIS IS IMPORTANT PRECAUTION YOU SHOULD TAKE ALL YEAR.
- 11. PLEASE ADJUST YOUR OUTSIDE LIGHTING TO REFLECT DAYLIGHT SAVING TIME.
- 12. REMOVE ALL PLANTS, FURNITURE AND OTHER ARTICLES THAT ARE ON THE OUTSIDE OF THE HOME.
- 13. KEEP YOUR PHONE LINE ACTIVE IN ORDER FOR YOUR ALARM SYSTEM TO BE ABLE TO CONTACT THE MONITORING SERVICE IF NEEDED.

A SAFE AND HAPPY SUMMER TO ALL!

PREPARING YOUR HOME FOR A PROLONGED ABSENCE

The following is a recommended check list to assist you in preparing your home for a prolonged absence.
Make sure the Security Office (732-1505) has a number where they can reach you or the name and number of person to contact if there is a need for emergency access to your home. This is
important precaution you should take all year.
Turn off Water Heater circuit breaker and any other circuit breakers not being used.
Turn off Hot & Cold water valves on clothes washer.
Refrigerator: For extended absence, remove all perishables from refrigerator door "ajar"
and tim off water valve to ice maker (usually located under kitchen sink).
Dishwasher: Add 1 cup of water plus 1 tablespoon vegetable oil to the bottom of the dishwasher
to help keep parts lubricated (or have your house sitter run it occasionally.)
Garbage Disposal: Run a few cups of ice through garbage disposal and spray with WD-40.
Run unit empty and cover drain.
Oven: Clean prior to departure so that no spilled particles can attract pests. Set time to "off".
IMPORTANT: TURN OFF THE MAIN WATER SUPPLY LINE OUTSIDE Note: We
recommend you turn off the main valve located outside your unit. People checking your unit
should know how to turn your water on and off during each visit in order to flush toilets, run
disposals, etc. turn it off again to prevent any accidental flooding of the home.
Bathrooms:
a) Turn off water lines located behind toilet.
b) Toilets: Add 2 extra cups of water to the tank and blow to prevent evaporation.
Add one-quarter cup bleach to the bowl only. Cover with plastic wrap to keep water from
turning black or evaporating, cover and put "Do Not Use Sign".
c) Turn off water line under bathroom sink.
Air Conditioner:
d) If you wish to leave the air conditioner on to prevent mildew, set the temperature between
82-85 degrees and have the a/c drain line cleaned out prior to leaving. This service may be
covered under your A/C Maintenance Contract.
e) It is not recommended to leave the A/C "off". This will promote mildew growth.
f) Set air conditioning to the "away" setting if using a humidistat.
g) Leave ceiling fans on "low" to promote air circulation. (optional)
Alarm: Test and set your alarm. Make sure your alarm permit is current. Advise your alarm
company to call Indian Spring Security after contacting the Sheriff if an alarm event occurs.
Drapes: Keep drapes and blinds closed. Don't allow expensive electronics or other valuables to be
viewed from the outside.
Furniture: Cover all furniture with dust cover. Chair and sofa cushions should be left in tilted
position so that air can circulate through them. Leave drawers and closet doors ajar for air flow.
Key: Give your key to a neighbor or house sitter to check your home periodically.
Lighting: Set your indoor lighting on a random timer to activate in different areas of your home
during different times of the evening. Have some outdoor lighting on both timer and motion
detection to protect the most valuables to be viewed.
Newspaper: Stop all Newspaper delivery.
Telephone: Be sure to keep your phone line active in order for your alarm system to be able to
contact the monitoring service if needed. Set your phone ringer to the lowest possible volume so it
cannot be heard from outside your home. Turn off or turn down the volume to your answering
machine.
Window & Doors: Make sure all windows and doors are strong and securely locked. Additional
locking devices are inexpensive, easy to install and available at local hardware stores. Metal or
wooden poles can also be laid in the tracks of sliding doors. Make a security checklist and re-
check all doors and windows immediately before leaving. This is especially important if workers
have recently been in your home.
Vard: Remove all plants furniture and other articles that could become airborne in a hurricane.

HOUSING FOR OLDER PERSONS ARTICLE

HOUSING FOR OLDER PERSONS

Section 2.1 Indian Spring is 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 Parcels 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-four (54), inclusive, unless the Parcel is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a Parcel as a guest, but no Parcel may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Parcel 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 fiftyfive (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the Parcel out for occupancy by persons fiftyfive (55) years of age or older or intend to occupy the Parcel 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-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law.

Section 2.2 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 all of the occupied Parcels in Indian Spring operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. 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. A census will be conducted as often as and in the manner required by applicable law.

CFN#20200382614 Page 62 of 63

Indian Spring Master Association, Inc

DOCUME	NTATION	RECEIVED	ON DATE:		 -	
Ву:						
O	wner(s)	NAME(S)				
	,					
ACCOUNT	#:					

**These rules have been adopted at a properly noticed Board of Directors meeting held on

August 27, 2020.

Richard Banaszak, President

Patricia Rogers, Secretary

Date

08/31/202.

Date

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me

who is(are) personally known to me.

VICTORIA L. MARTIN
Notary Public – State of Florida
Commission = GG 186431
My Comm. Expires Jun 10, 2022
Bonded through National Notary Assn.

Signature of Notary Public

Victoria L. Martin

Name of Notary Typed, Printed or Stamped

Place Notary Seal Stamp Above