

SOUTHGATE



DOCUMENTS

HOMEOWNERS ASSOC., INC.

CERTIFICATE OF AMENDMENT
TO THE ARTICLES OF
INCORPORATION FOR
SOUTHGATE

WE HEREBY CERTIFY that the attached amendments to the Articles of Incorporation for Southgate were duly adopted at the duly noticed meeting of the Association on the 12th day of June, 2017. Said amendments were approved by a proper percentage of the voting interests. The Articles of Incorporation are recorded in Official Record Book 6551, Page 1445 of the Public Records of Palm Beach County, Florida.

As used herein, the following shall apply:

- A. Words in the text which are lined through with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

WITNESSES:

J.C. Hanson
Signature

J.C. Hanson
Print Name

[Signature]
Signature

Lee Solc
Print Name

SOUTHGATE

BY:

Date:

ATTEST:

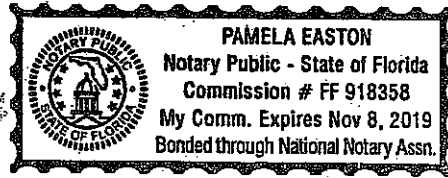
NAME/TITLE: Eileen Wishnow President

Date:

The foregoing instrument was acknowledged before me this 12th day of June, 2017, by Eileen Wishnow, President of Southgate, a Florida Corporation, on behalf of the

corporation. ~~She~~ He is ☒ personally known to me or has ☐ produced (type of identification)
_____ as identification.

(SEAL)



My Commission Expires: NOV. 8, 2019

Pamela Easton
Notary Public
Pamela Easton
Printed Name

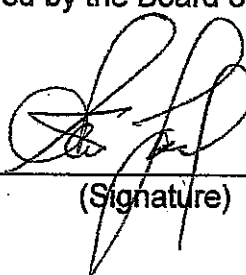
AMENDMENT TO BY-LAWS

SOUTHGATE HOMEOWNERS ASSOCIATION, INC.
BOYNTON BEACH, FL 33437

Southgate Homeowners Association, Inc. held a duly noticed Annual Members Meeting, on **February 4, 2021**, to amend Article 8. Fiscal Matters, of the By-Laws as follows:

"8.1 The fiscal year of the Association shall begin on the first day of ~~March~~ January and end on the last day of ~~February~~ December, provided, however, that the Board of Directors shall be authorized to change the fiscal year by resolution a such time and from time to time as the Board of Directors shall deem it advisable."

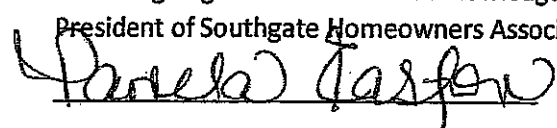
The amendment was approved by the Board of Directors conducted on February 4, 2021.

Signed and attested to by:  Corporate Officer
(Signature)

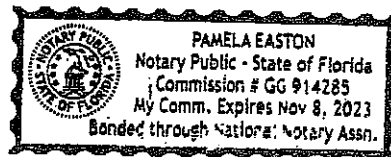
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15th day of February, 2021 by Stu Label, President of Southgate Homeowners Association Inc. on behalf of the Association.


Notary Public, State and County aforesaid


My commission expires:
Nov. 8, 2023



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 18 DAY OF February, 20 21
JOSEPH ABRUZZO

CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: 
Deputy Clerk

CFN 20170027847

DR BK 28850 PG 1756
RECORDED 01/25/2017 09:08:45

AMENDMENT TO DECLARATION

SOUTHGATE HOMEOWNERS ASSOCIATION, INC.
BOYNTON BEACH, FL 33437

Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1756f (1pg)

Southgate Homeowners Association, Inc. held a duly noticed members' meeting, on January 23, 2017, to amend Article 9 as follows:

"A Capital Contribution fee equal to three (3) months Homeowners Maintenance fee will be assessed to all new buyers. The Capital Contribution will not apply to transfers between current owners and immediate family members, or heirs, or the estate of the owners of record. The Capital Contribution Fee will be collected at the sale closing and will be utilized as working capital/reserves."

The amendment was approved by two-thirds or more of the membership conducted on January 23, 2017.

Signed and attested to by: Eileen Wishnow Corporate Officer
(Signature)

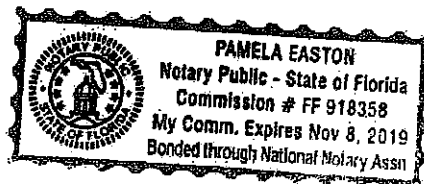
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of January, 2017 by Eileen Wishnow, President of Southgate Homeowners Association Inc. on behalf of the Association.

Pamela Easton
Notary Public, State and County aforesaid

My commission expires



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 25 DAY OF January, 2017
SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK

New language is underlined; deleted language is ~~struck through~~.

Exhibit A

AMENDMENT
TO THE ARTICLES OF
INCORPORATION FOR
SOUTHGATE

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

1. Name. The name of the corporation shall be Southgate Homeowners Association, Inc. For convenience, the corporation is hereinafter referred to as the "Association".

2. Definitions. Each term used herein which is defined in the Declaration of Covenants and Restrictions for Southgate at Indian Spring (the "Declaration") recorded or to be recorded among the Public Records of Palm Beach County, Florida (the "Public Records") shall have the same meaning or definition when used in these Articles as the meaning or definition ascribed thereto in the Declaration.

3. Purposes and Powers. The objects and purposes of the Association are to own, maintain, and administer the Common Areas and other facilities of that certain residential community known as Southgate at Indian Spring ("Southgate") located within the planned unit development known as Indian Spring ("Indian Spring"), situated in Palm Beach County, Florida, pursuant to and in accordance with the Declaration, to administer and enforce the covenants and restrictions created by the Declaration; to assess, levy, collect, and disburse the assessments and charges, both general and special, provided for in the Declaration; to promote the recreation, health, safety, and welfare of the residents of the said community, and to perform and exercise all of the rights and duties of the Association under the Declaration.

3.1. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any member or individual person, firm, or corporation.

3.2. The Association shall:

3.2.1. Have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require approval of the Board of Directors or members.

3.2.2. Have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association.

4. Members.

4.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

~~4.2. Types of Voting Rights. The Association shall have two classes of voting membership.~~

~~4.2.1. Class A: Class A members shall be all those owners as defined in Section 4.1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 4.1. When more than one person holds such interest or interests in any Lot, all such persons shall be members; but the vote for such Lot shall be exercised only by that one member as shall be designated in a written instrument ("Voting Designation") executed by or on behalf of any record owner of such interest, filed with the Secretary of the Association. In no event shall more than one vote be cast with respect to any Lot. Any such Voting Designation may be executed by any one record owner of such interest in such Lot without regard to whether the person executing such Voting Designation is or is not the voting member designated therein. In the event of the filing of conflicting Voting Designations with respect to any Lot, neither voting Designation shall be effective. Under such circumstances, the filing with the Secretary of the Association of a Voting Designation, duly executed by or on behalf of all of the record owners of the entire fee interest in such Lot, designating one of them as the person entitled to cast the vote for such Lot shall be a necessary condition precedent to the right to cast such vote.~~

~~4.2.2. Class B: The only Class B Member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership in Section 4.1, provided, however, that notwithstanding Any provision contained herein to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until 120 days after the earlier of (a) the sale and conveyance by the Developer of 90 percent of the Lots within Southgate or (B) the giving of a written notice by The Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.~~

~~4.3. Suspension of Voting Rights. The Association shall have the right to suspend any Member's right to vote for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than 30 days after the date for the payment thereof. The provisions of this paragraph shall not be applied against the Developer.~~

~~4.4. Meetings of Members. The By-Laws of the Association shall provide for annual meetings of members, and may make provision for regular and special meetings of members in addition to the annual meetings. A quorum for the transaction of business at any meeting of the members shall exist if 30 percent of the total number of members in good standing shall be present or represented by proxy at the meeting, except at annual meetings, at which a quorum shall be the number of voting members in attendance at the meeting.~~

5. Corporate Existence. The corporation shall have perpetual existence.

6. Management Directors. The property, business, and affairs of the Association shall be managed by a Board of Directors, which shall consist of as many persons as the Board of Directors, shall from time to time determine but not less than three nor more than nine persons. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

~~6.1 Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members and until qualified successors are duly elected and have taken office, shall be as follows:~~

Leonard E. Greenberg
5160 SW 15th Avenue, Boynton Beach, FL 33437

Alvin Kaplan
5160 SW 15th Avenue, Boynton Beach, FL 33437

Albert N. Proujansky
5160 SW 15th Avenue, Boynton Beach, FL 33437

6.2. Election of Members of Board of Directors. ~~Except for first Board of Directors,~~ Directors shall be elected by the members of the Association at the annual meeting of membership as provided by the By-Laws of the Association, and the By-Laws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association ~~except that such requirement shall not apply to the first Board of Directors nor to directors appointed or designated by the Developer.~~

6.3. Duration of Office. Persons elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

6.4. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term. ~~The Developer shall have the unqualified right to designate a successor to fill the vacancy created if a director designated or appointed by the Developer shall resign or for any other reason cease to be director.~~

7. Officers.

7.1. Officers. The Association shall have a president, a vice president, a secretary, and a treasurer, and such other officers and assistant officers and agents as the Board of Directors may from time to time deem desirable consistent with the By-Laws of the Association.

7.2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The president and all other officers may or may not be directors of the Association. If the office of president shall become vacant for any reason, or if the president shall be unable or unavailable to act, the vice president shall automatically succeed to the office or perform his duties and exercise his powers. If any office other than that of president shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices, provided, however, that the offices of president and vice president shall not be held by the same person, nor shall the offices of president and secretary be held by the same person.

7.3. First Officers. ~~The names and addresses of the first officers of the Association, who shall hold office until the first election of officers by the Board of Directors and until successors are duly elected and have taken office, shall be as follows:~~

Office	Name	Address
President	Leonard E. Greenberg	5160 SW 15 th Avenue, Boynton, Beach, FL 33437
Vice President	Alvin Kaplan	5160 SW 15 th Avenue, Boynton, Beach, FL 33437
Treasurer	Ivan Echelson	5160 SW 15 th Avenue, Boynton, Beach, FL 33437
Secretary	Marjorie Peterman	5160 SW 15 th Avenue, Boynton, Beach, FL 33437

8. By-Laws. The Board of Directors shall adopt and, from time to time, amend and supplement By-Laws consistent with these Articles of Incorporation and the Declaration. Such By-Laws may be altered, amended, or repealed by the membership in the manner set forth in the By-Laws.

9. Amendments. Amendments to these articles shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of the members of the Association present and voting; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association; ~~(b) these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment for so long as the Developer is the Owner of any Lot; and (c) these Articles shall not be amended in any manner which conflicts with the terms, covenants, and provisions contained in the Declaration.~~ A copy of each amendment to these Articles shall be recorded among the Public Records and filed with the Florida Secretary of State.

10. Indemnification of Officers and Directors. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may become a party or may become involved by reason of being or having been a director or officer at the times during which the acts or omissions occurred for which such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

11. Transactions in which Directors and Officers are Interested. ~~No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be invalid, void, or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or~~

~~transaction, or solely because his vote is counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee authorizing the contract or transaction.~~

No Board member shall have an interest, financial or otherwise in any company doing business with the association. If a Board member does have an interest, financial or otherwise in such company, the Board member must recuse him or herself from voting and or the transaction.

12. Subscriber. ~~The name and address of the subscriber to these Articles of Incorporation is:~~

Name	Address
Albert Proujansky	5160 DE 15 th Avenue, Boynton Beach, FL 33437

13. Dissolution or Liquidation. In the event of a dissolution or final liquidation of the Association, the Common Areas, as defined in the Declaration, shall be conveyed by the Association to Indian Spring Maintenance Association, Inc., a Florida not-for-profit corporation ("ISMA"), to be owned, maintained, and administered in accordance with the covenants and restrictions contained in the Declaration. In the event that ISMA should refuse any such conveyance, then the Common Areas shall be conveyed to a non-profit Florida corporation which shall own, maintain, and administer the Common Areas in accordance with the covenants and restrictions contained in the Declaration.

14. Initial Registered Office Agent and Address. The principal office of the Association shall be at 5160 SW 15th Avenue, Boynton Beach, FL 33437, or at such other place, within or without the State of Florida as may be subsequently designated by the Board of Directors. The initial registered office is at 5160 SW 15th Avenue, Boynton Beach, Board of Directors. The initial registered office is at 5160 SW 15th Avenue, Boynton Beach, FL 33437, and the initial registered agent therein is Alvin Kaplan.

CERTIFICATE OF AMENDMENT
TO THE BYLAWS FOR
SOUTHGATE

WE HEREBY CERTIFY that the attached amendments to the Bylaws for Southgate were duly adopted at the duly noticed meeting of the Association on the 12th day of June, 2017. Said amendments were approved by a proper percentage of the board of directors. The Bylaws are recorded in Official Record Book 6551, Page 1445 of the Public Records of Palm Beach County, Florida.

As used herein, the following shall apply:

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

WITNESSES:

J. C. Hanson
Signature

J. C. Hanson
Print Name

[Signature]
Signature

Lee Sole
Print Name

SOUTHGATE

BY:

Date:

ATTEST:

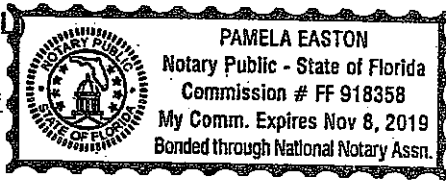
NAME/TITLE: Eileen Woshnow President

Date:

The foregoing instrument was acknowledged before me this 12th day of June, 2017, by Eileen Woshnow President of Southgate, a Florida Corporation, on behalf of the

corporation. She is ☒ personally known to me or has ☐ produced (type of identification)
as identification.

(SEAL)



My Commission Expires: Nov 8, 2019

Pamela Easton
Notary Public

Pamela Easton
Printed Name

New language is underlined; deleted language is ~~struck through~~.

Exhibit A

AMENDMENT
TO THE BYLAWS FOR
SOUTHGATE

1. Definitions. The following terms shall have the definitions set forth below when used in these By-Laws.

1.1. "Association" shall mean and refer to the Southgate Homeowners' Association, Inc. a not-for-profit corporation organized and existing under the laws of the State of Florida.

1.2. The "Properties" shall mean and refer to the Southgate Property as described in the Declaration of Covenants and Restrictions for Southgate at Indian Spring (the "Declaration") recorded or to be recorded among the Public Records of Palm Beach County, Florida.

1.3. "Lot" shall mean and refer to any lot as same appears on the plat or replat for The Property or any portion thereof.

1.4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Properties.

1.5. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 4, of the Articles of Incorporation of the Association.

~~1.6. "Developer" shall mean and refer to The Resort at Indian Spring, Inc., a Florida corporation, and any successor Developer as designated pursuant to the Declaration.~~

1.7. Any term used herein which is defined in the Declaration or the Articles of Incorporation of the Association shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration or the Articles of Incorporation.

2. Principal Office. The principal office of the Association shall be located at 5160 SW 15th Avenue, Boynton Beach, Florida 33437, and may be changed from time to time by resolution of the Board of Directors.

3. Membership.

3.1. Membership of the Association is as set forth in Section 3.1., of the Articles of Incorporation of the Association.

3.2. The rights of membership are subject to the payment of annual and special assessments levied by the Association. The obligation for such assessment is imposed against each Owner of every Lot against which such assessments are made, and such assessments become a lien upon the Lot against which the same are assessed as provided in Article 5 of the Declaration. No member shall be entitled to vote on any matter during such time as any assessments (annual or special) against his Lot are delinquent.

4. Board of Directors.

4.1. The directors of the Association shall be elected at the annual meeting of the members as specified in the Articles of Incorporation. Except as otherwise provided in the Articles of Incorporation of the Association, the election of each director shall be separate and shall require a plurality of the votes of those persons voting in each election. There shall be no cumulative voting.

4.2. Any director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, ~~except that the directors elected or designated by the Class B member and the directors named in the Articles of Incorporation may be removed only by the Class B member.~~

4.3. The first meeting of a newly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of members, provided the majority of the members of the Board of Directors elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within 30 days after the annual meeting of members upon at least three days' notice to each member of the Board elected, stating the time, place, and object of such meeting.

4.4. Regular meetings of the Board of Directors may be held at any place or places within Palm Beach County, Florida, or at the registered office of the Association or the offices of counsel to the Association (which registered office or counsel's office may be outside Palm Beach County, Florida) on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5. No notice shall be required to be given of any regular meeting of the Board of Directors.

4.6. Special meetings of the Board of Directors may be called at any time by the President or by any two members of the Board of Directors and may be held at any place or places within Palm Beach County, Florida, or at the registered office of the Association or the offices of counsel to the Association (which registered office or counsel's office may be outside Palm Beach County, Florida).

4.7. Notice of each special meeting of the Board of Directors, stating the time, place, and purpose or purposes thereof, shall be given by or on behalf of any two members of the Board of Directors to each member of the Board of Directors not less than three days by mail or one day by telephone or telegraph. Special meetings of the Board of Directors may also be held at any place and time without notice by unanimous waiver of notice by all the directors. The Board of Directors may act by unanimous written consent in lieu of a meeting.

5. Officers.

5.1. The officers of the Association shall consist of a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held by the same person provided, however, that neither the offices of President and Vice President nor the offices of President and Secretary shall be held by the same person. Any officer may be

removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his or her office, and shall perform all such duties as are properly required of him or her by the Board of Directors.

5.3. The Board of Directors shall elect one Vice President, who shall generally assist the President and who shall have other powers and perform such other duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President.

5.4. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notice of such meetings are required by law or in these By-Laws. He or she shall keep the minutes of the meetings of the membership and of the Board of Directors. If the Board of Directors elects or appoints one or more Assistant Secretaries, such Assistant Secretaries shall, in the absence or disability of the Secretary, perform the duties of the Secretary in such order as shall be determined by the Board of Directors.

5.5. The Treasurer shall have the care and custody of all the monies and securities of the Association. He or she shall enter on the books of the Association, to be kept by him or her for that purpose, full and accurate accounts of all monies received by him or her and paid by him or her on account of the Association. He or she shall sign instruments as require his or her signature and shall perform all such duties as usually pertain to his/her office or as are properly required of him/her by the Board of Directors. In the event the Association enters into a management agreement; the duties and functions of the Treasurer may be delegated to the managing agent to the extent such delegation is determined to be appropriate by the Board of Directors.

5.6. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.7. The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors.

6. Meetings of Members.

6.1. The regular annual meeting of the members shall be held on the first Wednesday ~~second Monday~~ of the month of February in each year beginning in 1987 at such time and place as shall be determined by the Board of Directors, except that the Board of Directors shall have the right to change the date of regular annual meetings from time to time by resolution.

6.2. Special meetings of the members for any purpose may be called at any time by the President or the Vice President. In addition, a special meeting of the members shall be called as directed by resolution of the Board of Directors or upon the written request of the members who have the right to vote one-third of the votes of the Class A membership, except that a special meeting of the members to recall or remove a member of the Board of Directors (~~other than a director elected or designated by the Class B member~~) shall be called either as directed by resolution of the Board of Directors or upon the written request of the members who have the right

to vote one-fourth of all the votes of the entire membership or who have the right to vote one-fourth of the votes of the Class A membership.

6.3. Notice may be given to the member either personally, or by sending a copy of the notice through email, the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each member shall register his/her address with the Secretary, and notices of meetings shall be mailed to him/her at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least 14 but not more than 40 days in advance of the meeting and shall set forth the general nature of the business to be transacted.

6.4. The presence at the meeting of members entitled to cast 30 percent of the votes shall constitute a quorum for any action governed by these By-Laws, except at annual meetings, at which a quorum shall be the number of voting members attending the meeting. If a quorum is present, the affirmative vote of a majority of the members represented at the meeting and voting on the subject matter shall be the act of the membership unless otherwise provided by law or by the Articles of Incorporation of the Association.

6.5. If at any meeting of the membership there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting when originally called may be transacted at any adjournment thereof. In the case of the adjournment of a meeting, no notice to the Members of such adjournment shall be required other than announcement at the meeting of the time and place of the adjourned meeting.

6.6. Once a quorum is found to exist at any meeting, the withdrawal of any Member shall not be deemed to deprive the meeting of a quorum.

6.7. Voting rights of Members shall be as stated in the Articles of Incorporation of the Association. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is appointed by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting in order to be effective or may be filed with the Secretary at the meeting if acknowledged or sworn to before a notary public or other public official authorized by law to give oaths. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

6.8. At any time prior to a vote upon any matter at a meeting of the membership, any Member may request the use of a secret written ballot for the voting thereon and require the use of such secret written ballot. In the event such secret written ballot is used, the chairman of the meeting shall call for nominations and the election of inspectors of election to collect and tally such secret written ballots upon the completion of the balloting.

6.9. Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members of the Association when not in conflict with the Declaration, the Articles of Incorporation, the By-Laws, or the Florida Statutes.

7. Books and Records. The books and records of the Association shall, during reasonable business hours, be available at the office of the Association for the inspection of any member of the Association upon at least seven days' prior written request given by such member to the Association.

8. Fiscal Matters.

8.1. The fiscal year of the Association shall begin on the first day of March and end on the last day of February, provided, however, that the Board of Directors shall be authorized to change the fiscal year by resolution at such time and from time to time as the Board of Directors shall deem it advisable.

8.2. The funds of the Association shall be deposited in one or more savings and loan associations or banks in Palm Beach County, Florida, under resolutions adopted by the Board of Directors, and shall be withdrawn only over the signature or signatures of the officer or officers authorized to withdraw funds by such resolutions.

8.3. The Association shall maintain books and records according to generally accepted accounting principles, consistently applied, which books and records shall be opened to inspection by Members as provided in Article 7 hereof.

8.4. The Board of Directors shall present a full and clear statement of the business and condition of the Association at each annual meeting.

9. Amendments and Conflicts.

9.1. Subject to the provisions of Section 9.2. hereof, these By-Laws may be amended at any regular or special meeting of the members, by the affirmative vote of two-thirds of the members present in person or by proxy. The notice of such meeting shall expressly state that such amendment will be considered at the meeting.

9.2. Notwithstanding anything to the contrary contained herein,

9.2.1. ~~Prior to the first sale and conveyance of a Lot by the Developer~~ these By-Laws may be amended by the unanimous affirmative vote or consent of the Board of Directors.

9.2.2. No amendment to these By-Laws shall be made which conflicts with the Declaration or the Articles of Incorporation of the Association; and

9.2.3. ~~No amendment to these By-Laws shall be made without the written consent of the Developer for so long as the Developer is the owner of any Lot.~~

9.2.4. A copy of each amendment of these By-Laws shall be recorded in the Public Records of Palm Beach County, Florida.

9.2.5. In case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall govern and control.

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
SOUTHGATE

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants and Restrictions for Southgate were duly adopted at the duly noticed meeting of the Association on the 12th day of June 2017. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Covenants and Restrictions for Southgate is recorded in Official Record Book 6551, Page 1445 of the Public Records of Palm Beach County, Florida.

As used herein, the following shall apply:

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis (...) appears in the text, this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

WITNESSES:

J. C. Hanson
Signature

J. C. HANSON
Print Name

[Signature]
Signature

Lee S/C
Print Name

SOUTHGATE
BY: [Signature]

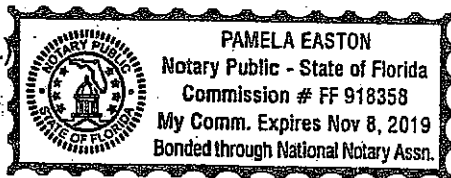
Date: June 12, 2017

ATTEST:
NAME/TITLE: Eileen Wishnow President
Date: June 12, 2017

The foregoing instrument was acknowledged before me this 12th day of June 2017, by Eileen Wishnow President of Southgate, a Florida Corporation, on behalf of the

corporation. He is ☒ personally known to me or has ☐ produced (type of identification)
as identification.

(SEAL)



Pamela Easton
Notary Public
Pamela Easton
Printed Name

My Commission Expires: NOV. 8, 2019

New language is underlined: deleted language is struck through.

Exhibit A

AMENDMENT
TO THE DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR
SOUTHGATE

This declaration made on 31st day of July, 1990 by The Resort at Indian Spring, Inc., a Florida corporation (~~hereinafter referred to as "Developer"~~), which declares that the real property described in Article 2 (the "Southgate Property"), is and shall be held, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "Covenants and Restrictions") set forth below.

~~WHEREAS The developer is the owner of the real property described in Article 2 of this Declaration and desires to create thereon a planned community containing single family residences, open spaces, and other community facilities for the benefit of the said community; and~~

WHEREAS, the real property described in Article 2 hereof constitutes a portion of the real property know as Indian Spring, and the latter mentioned property, including the Southgate Property is subject to the covenants, restrictions, charges and liens created by the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring as hereinafter defined (collectively, the "Master Covenants"), and

WHEREAS, ~~Developer desires~~ it is desirable to provide for the preservation, maintenance, and enhancement of the property values and amenities in said community in a manner consistent with and in implementation of the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring, and to such end ~~desire to~~ subject the Southgate Property to the covenants, restrictions, easements, charges, and liens hereinafter set forth for the benefit of said property and each Owner thereof; and

WHEREAS, ~~Developer has deemed it desirable,~~ it is desirable for the efficient preservation of the values and amenities in said community, to create an entity to which shall be delegated and assigned the powers, rights, and duties of (a) owning, maintaining, and administering the common areas and facilities of the said community, (b) administering and enforcing the covenants and restrictions hereinafter created, (c) collecting and disbursing the assessments and charges hereinafter created, and (d) promoting the recreation, health, safety and welfare of the residents of the said community; and

WHEREAS, ~~Developer has caused Southgate Homeowners' Association, Inc. to be~~ was formed as a non-profit corporation under the laws of the State of Florida for the purpose of accepting and assuming the aforesaid powers, rights and duties and performing the aforesaid functions.

NOW THEREFORE, ~~the Developer declares that~~ the real property described in Article 2 of this Declaration is and shall be held transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

1. Definitions

The following words, when used in this Declaration and all its exhibits (unless the context otherwise requires), shall have the meanings or definitions respectively ascribed thereto.

1.1. "Association" shall mean and refer to Southgate Homeowners' Association, Inc., its successors and assigns.

1.2. "Board" or "Board of Directors" shall mean and refer to the board of directors of the Association.

1.3. "By-Laws" shall mean and refer to the by-laws of the Association as the same may be amended from time to time.

1.4. "Common Areas" shall mean and refer to the property not included within the lot lines and all easements, all as shown on the Plat of Southgate at Indian Spring to be recorded in the Public Records of Palm Beach County, together with any and all improvements from time to time erected on such property, including without limitation, walkways, common parking facilities, open spaces, the surface water management system as permitted by the South Florida Water Management District (including all lakes, retention areas, culverts and related appurtenances), private streets, sidewalks, street lighting, entrance features and landscaping, but excluding any public or private utility installations thereon.

~~1.5. "Declaration" shall mean this declaration as the same may from time to time be amended or supplemented.~~

~~1.6. "Declaration of Maintenance Covenants for Indian Spring" shall mean that certain declaration dated March 16, 1976, made by Epic Corporation, a South Carolina corporation (predecessor in interest to the Developer) covering Indian Spring recorded in Official Records Book 2522 at page 880 of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.~~

~~1.7. "Developer" shall mean and refer to The Resort at Indian Spring, Inc., a Florida corporation, its successors or assigns, but not purchasers of individual Lots or residences at Southgate who intend to reside therein.~~

1.8. "Indian Spring" shall mean and refer to all of the land now subject to the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring and all additional lands which from time to time may be made subject to the Restrictions for Indian Spring and the Declaration of Maintenance Covenants for Indian Spring by any amendment or supplement thereto.

1.9. "ISMA" shall mean Indian Spring Maintenance Association, Inc., its successors and assigns.

1.10. "Lot" shall mean and refer to any lot as it appears in the plat or replat of the Southgate Property or any portion thereof, exclusive of any lots, if any, or other land comprising any common area. A Lot may be either improved or unimproved.

1.11. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 3 of this Declaration.

1.12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation. References in this Declaration or its exhibits to Owner or Member may be used

interchangeably. Each Owner shall be a Member and each Member shall be an Owner.

1.13. "Southgate Property" shall mean and refer to all of the real property described in Article 2 hereof and any additions thereto which are subject to this Declaration or which are brought under the provisions hereof by any supplemental declaration made under and pursuant to the provisions of Article 2 hereof.

1.14. "Public Records" shall mean and refer to the Public Records of Palm Beach County, Florida.

1.15. "Residence" shall mean a structure designed and intended for use and occupancy as a single family residence which is erected upon a Lot.

~~1.16. "Restrictions for Indian Spring" shall mean that certain instrument dated February 11, 1976, made by Epis Corporation, a South Carolina corporation (predecessor in interest to Developer) covering Indian Spring recorded in Official Records Book 2522 at page 875 of the Public Records of Palm Beach County, Florida, as the same may from time to time be amended or supplemented.~~

1.17. "Rules and Regulations" shall mean the rules and regulations included in this Declaration and such further or amended rules and regulations as may from time to time be adopted by the Board of Directors.

2. Property Subject to this Declaration; Additions Thereto

2.1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed, demised and occupied subject to this declaration is located in Palm Beach County, Florida, and is more particularly described on Exhibit "A" attached hereto.

~~2.1.1. Developer may from time to time bring other land owned by Developer which is contiguous to the real property described in this Section 2.1 under the provisions hereof by recorded supplemental declarations.~~

~~2.1.2. Nothing herein contained shall make it obligatory upon the Developer to submit other land to the provisions of the Declaration. The right of the Developer to submit other lands to the provisions of this Declaration shall be at the sole discretion of the Developer.~~

2.2. Merger or Consolidation. Upon a merger or consolidation of the Association with any other association as provided in its articles of incorporation, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association or another association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Southgate Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall constitute any revocation, change, or addition to the covenants established by this Declaration within the Southgate Property.

3. Membership and Voting Rights in the Association

3.1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Southgate Property shall be a Member of

the Association. Notwithstanding anything else to the contrary set forth in this Section 3.1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.2. Voting Rights. The Association shall have ~~two classes~~ one class of voting membership.

Class A Class A Members shall be all of the Owners, as defined in Section 3.1, ~~with the exception of the Developer.~~ Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 3.1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised by one such Member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

~~Class B The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 3.1; provided, however, that notwithstanding any provision to the contrary contained herein, the Developer shall have the right to elect the entire Board of Directors of the Association until 120 days after the earlier of (a) the sale and conveyance by the Developer of 90 percent of the Lots within the Southgate Property or (b) the giving of written notice by the Developer to the Association that the Developer waives and relinquishes its right to elect the entire Board of Directors of the Association.~~

3.3. Proviso. Notwithstanding the provisions hereof, the Association shall have the right to suspend any Member's voting right for any period during which any assessment or installment thereof shall remain unpaid for more than 30 days after the due date for the payment thereof.

4. Property Rights in the Common Areas; Maintenance of Common Areas, Lawns, and Exteriors of Residence

4.1. Ownership. ~~No later than 120 days after the earlier of (a) the sale and conveyance by the Developer of 90 percent of the Lots within the Southgate Property or (b) the giving of written notice by the Developer to the Association of the Developer's intention to convey and transfer ownership of the Common Areas to the Association (but in no event later than seven years following the date of the recordation of the Declaration), the Developer, or its successors and assigns, shall convey and transfer the record fee simple title to Common Areas to the Association and the Association shall accept such conveyance. The said conveyance and transfer of title shall be subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations, and easements of record. Commencing with the date this Declaration is recorded, [The Association shall be responsible for the maintenance and administration of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and~~

personal property accruing from and after the date of the recording of this Declaration. ~~In implementation of the foregoing, such taxes shall be prorated between the Developer and the Association as of the date of such recording. Any portion of the plat of the Southgate Property containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.~~

4.2 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common areas and all improvements thereon and shall keep the same in good, clean, attractive, and sanitary condition, order, and repair. The Association shall, at its expense, maintain and administer or cause to be maintained and administered Common Areas, including but not limited to all grassed swale areas along rights-of-way, open spaces, parking areas, private streets, sidewalks, street lighting, entrance features, and landscaping, and the irrigation system, without regard to whether title to the said property is vested in the Developer or the Association.

4.3. Owners' Easement of Enjoyment. Subject to the provisions hereof, every Owner shall have the right and easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with title to every Lot without any specific reference thereto being necessary in any instrument conveying any Lot.

4.4. Members' Easements. Each Member of the Association and each tenant, agent, and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, private streets, sidewalks, and driveways from time to time laid out on Common Areas for use in common with all other Members, their tenants, agents, and invitees. The portion of the Common Areas not used, from time to time, for walkways, private streets, sidewalks, driveways or any or all of them shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement of the use of such portion of such lands as common open space in such manner as may be regulated by the Association. The foregoing Members' rights of enjoyment and use of Common Areas and easements are subject to the following:

4.4.1. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various plats of the Southgate Property from time to time recorded.

4.4.2. The right of the Association to suspend the voting rights and right to use the Recreation Area and Common Areas and facilities by a Member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its lawfully adopted and published Rules and Regulations. Notwithstanding the foregoing, the Association may not restrict the ingress or egress of any Member to or from such Member's Residence over any roadway or walkway.

4.4.3. The right of the Association to adopt and enforce the rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

4.4.4. The right of ~~the Developer or~~ the Association to dedicate or transfer all or any part of the Common Areas to any public agency,

authority, or utility for such purposes and upon such conditions as may be agreed to by the Members provided, however, that no such dedication or transfer by the Association shall be effective unless approved by the Developer so long as the Developer owns at least one Lot within the Southgate Property and by seventy-five percent (75%) of the Members present and voting at a regular or special meeting of Members duly called and regularly conducted in accordance with the By-Laws.

4.5. Easements Appurtenant. The easements provided in Section 4.4 shall be appurtenant to and shall pass with the title to each Lot.

4.6. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Southgate Property, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

4.7. Public Easements. Fire, police, health, sanitation, and other public service personnel and vehicles shall have a perpetual, non-exclusive easement for ingress and egress over and across the Common Areas.

4.8. Easement for Unintentional and Non-Negligent Encroachments. If a Lot or the Residence thereon shall encroach upon any portion of the Common Areas, any easement, or upon any other Lot by reason of original construction or by the non-purposeful or non-negligent act of an Owner or Developer, then an easement for such encroachment shall exist so long as the encroachment exists.

4.9. Additional Easements. ~~The Developer (during any period in which there are any unsold Lots within the Southgate Property) and the Association shall~~ each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television, or other utility easements, to relocate any existing utility easement in any portion of the Southgate Property, and to grant access easements and to relocate any existing access easement in any portion thereof, for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easement, or the relocation of existing easements, will not prevent or unreasonably interfere with the use of any Residence for dwelling purposes. The Developer, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across roadways and Common areas, as the same exist on the Southgate Property from time to time, for access to and from golf course areas, within Indian Spring if and to the extent such roadways or Common Areas afford access to such golf course areas.

4.10. Delegation of Use. Any Member may delegate his right of enjoyment of the Common Areas and facilities to the members of his family and to his guests, subject to such general rules and regulations as may be established from time to time by the Association. The foregoing delegation shall not be deemed to exclude the Member from the use and enjoyment of the Common Areas.

4.11. Liability and Property Damage Insurance for Common Areas. The Association shall obtain comprehensive general public liability and property damage insurance covering all of the Common Areas and insuring the Association and the Members as its and their interest appear, in such amounts and providing such coverage as the Board of Directors may determine from time to time.

4.12. Maintenance of Common Areas, Lawns and Exteriors of Residences. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (~~upon completion of construction by Developer~~), including, but not limited to, all

landscaping, sprinkler pipes and systems, paving, drainage structures, street lighting fixtures and their appurtenances, sidewalks, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association shall maintain all lawns, shrubs, trees, and other landscaping and all sprinkler pipes and systems, including sprinkler heads and other portions of such systems, installed by Builders and located on or under Lots and Common Areas. All work pursuant to this Section 4.12 and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article 5 hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair, or replacement caused by the negligent or willful conduct of a Member or by the failure of a Member to comply with the lawfully adopted Rules and Regulations shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon, and across all Lots, and to excavate on Lots in connection with the maintenance of sprinkler pipes and systems and other utilities, to the extent necessary for the performance of the work to be performed pursuant to this Section 4.12; provided, however, that the party causing any such excavations shall restore disturbed areas to the condition thereof immediately prior to such excavations.

5. Covenants for Maintenance Assessments

5.1. Creation of the Lien and Personal Obligation for Assessments. ~~The Developer hereby covenants, and~~ Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay the Association the following: (1) annual general assessments or charges, and (2) special assessments for capital improvements. All such assessments, together with fines, penalties, levies, and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with late charges or penalties, levies thereon, and costs of collection thereof, shall also be the personal obligation of the person who was Owner of such Lot at the time when the assessment fell due. If two or more persons or entities are then the Owner of such Lot, such obligation shall be the joint and several obligations of such persons or entities.

5.2 General Assessments.

5.2.1. Purpose of Assessment. The general assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of The Southgate Property and in particular for (a) the improvement, maintenance, administration, and operation of the Common Areas, and other areas, if any, to be improved, maintained, administered, operated, or both by the Association pursuant to this Declaration, (b) the performance of the functions, duties, responsibilities, and powers of the Association under and pursuant to this Declaration, and (c) the performance of the functions, duties,

responsibilities and powers assigned and delegated to and assumed by the Association pursuant to Article IV and Section II of Article VI of the Declaration of Maintenance Covenants for Indian Spring.

5.2.2 Basis for Assessment (General or Special). Subject to the provisions of Paragraph 5.2.3, each Lot and Residence thereon within the Property shall be subject to the assessments provided for under this Declaration at an equal rate or upon an equal basis

~~5.2.3 Developers Lots. Any and all Lots and the residences thereon owned by the Developer (including but not limited to Lots and Residences, if any, used as sales models, administrative offices or both) shall not be assessed as provided herein for so long as such Lots and Residences are owned by the Developer. Such Lots and Residences shall become subject to assessment upon the sale and conveyance thereof to an Owner other than the Developer.~~

5.2.4. Method of Assessment. By vote of the majority of the Directors, the Board shall fix the annual assessments provided for herein upon the basis provided above. Such assessment shall be sufficient to meet the obligations imposed by this Declaration. The Board shall set the date or dates such assessments and any installments thereof shall become due; provided, however, that in no event shall such assessments or any installments thereof be due more frequently than monthly. Upon the failure of any Owner to pay any one or more installments of any such annual assessment within 30 days after the due date thereof, the Board may declare the entire balance of such annual assessment to be immediately due and payable.

5.3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may at any time and from time to time levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, providing that no such assessments shall be authorized unless approved by the Developer, ~~so long as the Developer owns at least one Lot within The Southgate Property, and by~~ 51 percent of the owners voting in person or by proxy at a special meeting duly called for the purpose of considering such assessment.

5.4. Duties of the Board of Directors.

5.4.1. The Board of Directors shall fix the amount of the assessment against each Lot at least 10 days in advance of the commencement of the assessment period and shall, at that time, prepare a roster of the Lots 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 thereupon be sent to every Owner subject thereto.

5.4.2. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot owned by the Owner making request therefor and as to the existence of any unpaid special assessments, fines, late charges, or interest charges. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid and any other matters stated in said certificate.

5.4.3. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots, improved or unimproved, for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations for management services. The Association shall have all other powers as provided in its Articles of Incorporation.

5.5. Collection Assessment; Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such penalties and interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the Lot, which lien shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors, or assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to any rights the Grantee may have to recover from the Grantor the amounts paid by the Grantee therefor.

5.6 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment or installment thereof not paid within 30 days after the due date may, upon resolution of the Board of Directors, be subject to a late charge in such amount as may be established from time to time by the Board of Directors. In addition to the foregoing, every assessment shall bear interest from the date when due at a rate fixed by the Board of Directors which does not exceed the highest rate permitted by law. The Board of Directors may waive or authorize officers of the Association to waive any late charge or accrued interest. The Association may bring an action at law against the Owner personally obligated to pay the assessment, late charge, and interest, may record a claim of lien against the Lot on which the assessment is unpaid, and thereafter may foreclose the lien against the Lot on which the assessment is unpaid in like manner as foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, reasonable attorneys' fees and costs of preparing and filing the claim of lien and representing the Association in regard thereto and in any civil action brought concerning such unpaid assessments, late charges, and interest, and in the event a judgment is obtained, such judgment shall include interest at the highest rate allowed by law and reasonable attorneys' fees to be fixed by the court, together with the costs of the action, and the association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action. It shall be the legal duty and responsibility of the Association to enforce payment of all assessments made under this Declaration.

5.7. Subordination of the Lien to Mortgages. The Lien of the assessment provided for in this Article 5 shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension or profit sharing fund, or a credit union, or a Massachusetts business trust, or any agency of the United States government, or a lender generally recognized in the community as an institutional lender, or

the Developer, or assignee, nominee or designee of the Developer. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after transfer of title pursuant to such foreclosure or conveyance in lieu of foreclosure of any institutional first mortgage. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 5.7 shall be deemed either to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place, or, in the discretion of the Board of Directors, an "uncollectable" sum to be written off of the financial records of the Association. Liens for the assessments provided for this Article 5 shall be of equal priority and dignity with liens for assessments imposed by ISMA pursuant to the Declaration of Maintenance Covenants for Indian Spring.

5.8. Exempt Property. The following properties subject to this Declaration are and shall be exempt from the assessment, charges, and liens created herein: (a) all properties, if any, to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (b) all Common Areas; and (c) all properties exempted from taxation by state or local governments upon the terms and to the extent of such exemption.

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

6. Use of Property.

6.1. Protective Covenants. All Lots shall be owned, improved, occupied, used, conveyed, transferred, and encumbered according to and subject to the covenants and restrictions contained in this article.

6.2. Residential Use. All Lots shall be used, improved, and devoted exclusively for residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Residence for a term no shorter than three months, but not more often than once per year, subject to all of the provisions of the Declaration. ~~Temporary uses of Lots and residences conducted thereon for model homes, parking lots, sales offices and administrative offices by the Developer shall be permitted until the Developer has sold all Lots owned by it within The Southgate Property.~~

6.3. Restrictions on Further Subdivision. No Lot shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein shall be converted or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments from being cited, delivered, and recorded.

6.4. Zoning. Uses which do not conform to Palm Beach County zoning ordinances, as same may have been modified by variance, special use, or otherwise, if applicable, will not be permitted upon The Southgate Property.

6.5. ~~Temporary Buildings. No tents, trailers, vans, sheds, tanks, or temporary accessory buildings or structures shall be erected or permitted to remain on The Southgate Property. The foregoing shall not restrict or prevent the construction~~

~~and maintenance of temporary sales models and such other temporary facilities as are essential or appropriate to the development, construction, and improvement of The Southgate Property and to the sale of Lots and Residences, provided that the same are in compliance with appropriate governmental requirements applicable thereto.~~

6.6. Trash and Garbage. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials during the course of construction of any structure approved in accordance with the provisions of this Declaration. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open by 7 pm the on any day that before a pick-up is to be made at such place on the Lot as will be accessible to persons making such pick-up. At all other times, such containers shall be stored so that they cannot be seen from surrounding property. The Board of Directors, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color, and type of containers permitted and the manner of storage of the same.

6.7. Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe, or storage tank shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, or earth.

6.8. Nuisances.

6.8.1. Nothing shall be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted to the Board of Directors for a decision in writing and its decision shall be final.

6.8.2. No refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot; and in the event an Owner shall fail or refuse to keep his Lot free of refuse or other unsightly objects, then the Association may enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except, however, that the Owner shall be given at least five days' prior written notice of such action.

6.8.3. The use of any driveway or parking area which may be in front of, adjacent to, or part of any Lot as a parking place for golf carts, commercial vehicles, trailers, or boats is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons, passenger cars, vans, and sport utility vehicles, but shall include all vehicles with flat beds. No motor vehicle of any kind may be disassembled, serviced, or repaired on any Lot in such a manner as to be visible from any point on an adjacent Lot or the street. No overnight parking on the street. No cars may be parked in driveway for an entire season. No contractors/workmen on Sundays or holidays, emergency services notwithstanding. No furniture or moving deliveries after 9pm.

6.9. Walls or Fences. No wall, fence, hedge, or similar structure ~~(except walls, fences, hedges, or similar structures constructed by Developer)~~ shall be placed, constructed, erected, or permitted on any Lot except with the express written permission of the Board of Directors.

6.10. Shutters, Aerials, and Mailboxes. No exterior radio, television, or other

antenna or aerial may be erected on the roof of a home or maintained within the Southgate Property. No hurricane or storm shutters shall be installed unless the same be of a type approved by the Board of Directors. No mailboxes shall be installed unless the mounting and type is approved by the Board of Directors.

6.11. Single Family Lots. No building shall be permitted on any Lot except one single family dwelling home for the use and occupancy of one family, and no such building shall exceed two stories in height. All garages, porte cocheres, storage areas, garden houses, and any other similar type structure must be attached to such dwelling home so as to constitute one single building.

6.12. Plan Approval. No building, structure, wall, fence, swimming pool, screen enclosure, terrace, barbecue pit, or other structure or addition thereto shall be placed upon The Southgate Property or any part thereof, nor shall construction thereof commence unless and until all of the requirements, restrictions, and provisions of Paragraph 10 of Section II of the Restrictions for Indian Spring (which, among other things, establishes the requirement for obtaining the prior written approval of plans, specifications, and plot plans by the Architectural Control Committee of ISMA) have been fully fulfilled.

6.13. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

6.14. Underground Wires. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed within The Southgate Property unless the same shall be protected cables; any of said lines or wires which are not located within buildings shall be constructed, placed, and maintained underground.

6.15. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Properties. Under no circumstances shall any commercial or business enterprise, including commercial breeding, involving the use of animals that may be kept on any Lot and conditions and restrictions with respect thereto. All animals when outside the home must be on a leash. No Pets can weigh more than 25 lbs. at maturity. Only 2 dogs per household. Any exceptions must have prior written Board approval.

6.16. Signs. No sign of any character shall be displayed or placed upon any Lot, including "For Rent" or "For Sale" signs, except owners' and builders' identification signs, the format of which shall be approved by the Board of Directors.

6.17. Business. No manufacturing, trade, business, commerce, industry, profession, or other occupation whatsoever will be conducted upon any Lot or in any building or other structure erected thereon except for construction of improvements to The Southgate Property ~~and the sale of Lots and Residences.~~ Rental of any residence for less than three months is expressly prohibited.

6.18. Yards, Etc. All yards, walkways, driveways, and parking areas located on each Lot and other areas of each Lot shall be kept by the Owner thereof at his sole cost and expense in a neat and clean condition, free of refuse and debris.

6.19. Setbacks. Minimum setbacks shall be those required by Palm Beach County.

6.20. Certain Repairs and Other Restrictions, Rules and Regulations.

6.20.1 All necessary repairs to the exterior walls and roof of each Residence shall be the responsibility of the Owner of such Residence. In addition, the Owner of each Residence shall be responsible for replacing all broken plate glass, window glass, and door glass of his Residence and

for all necessary repairs to and maintenance of any roof gutters and atria installed or constructed as part of his Residence. The failure of the Owner to make the repairs which are the responsibility of the Owner under this paragraph will result in a 30 day notice to the Owner from the Association setting forth the items to be corrected. In the event the corrections are not made within the 30 day period set forth in the said notice, the Association may contract to have such work performed and the Owner will be charged for the invoices delivered by such contractor together with any reasonable costs to the Association. If such charges and expenses are not paid by such Owner within 30 days after demand for payment by the Association, the Association shall be entitled to a lien on such Lot and Residence in the amount of such charges and costs, together with interest at the highest rate allowed by law, costs, and reasonable attorneys' fees.

6.20.2. The Association shall have the right to file a lien for non-payment of such charges and costs, in which event the Owner shall be responsible for reasonable attorneys' fees and costs. In the event of the non-payment by an Owner of any charges and costs as provided for above, then the Association shall have all the rights and remedies as provided for in Article V of the Declaration. The Association shall have a perpetual, nonexclusive easement for ingress and egress over the Lots within The Southgate Property for the purpose of maintenance and the making of such repairs if and to the extent such ingress and egress is necessary to implement the purposes and intent of this Declaration.

6.21. Disturbances. No Owner, lessee, their guests or visitors shall make or permit any disturbance that will interfere with the rights, comforts, or convenience of others.

6.22. Compliance and Rules and Regulations. All Owners and lessees of Lots in The Property shall abide by this Declaration, the Articles of Incorporation, the By-Laws, and all Rules and Regulations as they are adopted from time to time by the Board of Directors. The Owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. In order to change or amend any Rule or Regulation or adopt new rules and regulations, the same must be duly adopted by at least a 51 percent affirmative vote or consent of the Board of Directors. No vote of the membership shall be required. A change, amendment, or adoption of a rule or regulation shall not require an amendment to the Declaration or the By-Laws.

6.23. Utility Easements.

6.23.1. There is hereby created a blanket easement upon, across, over, through, and under The Southgate Property for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems, including, but not limited to, water, sewage, gas, telephone, electricity, cable television lines and systems, and security monitoring lines and systems. By virtue of this easement it shall be permissible for or the Developer the providing utility or service company to install and maintain facilities and equipment on The Southgate Property, to excavate for such purposes, providing the party causing such excavations restores disturbed areas to condition to which they were found. ~~Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utility service~~

~~lines or facilities for such utilities may be installed or relocated on The Southgate Property except as planned for and approved by the Developer, nor shall the same be located in areas upon which any residence or other building is erected. This easement shall in no way affect any other recorded easements on The Southgate Property. The rights of the Developer as provided in this paragraph shall automatically expire upon Developer selling the last Lot in The Southgate Property to a purchaser and thereupon all rights vested in the Developer in this paragraph shall be deemed to be vested in the Association.~~

6.23.2. Easements for drainage, installation, and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat or plats of The Southgate Property. Within these easements, no plantings, buildings, or other permanent structures may be placed or permitted to remain which would interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Southgate Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such services to the Lots and Common Areas, under and through the utility easements as shown on the plats and under and through such portions of each Lot beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage.

6.23.4. An easement shall have been deemed granted wherever necessary to those companies furnishing utilities in the Residences enabling them to place centralized meters on the exterior walls of any of the residences.

7. Destruction of Residence. In the event a Residence is damaged or destroyed by fire or other casualty insurable under a property damage insurance policy, the Owner of such Residence shall, with reasonable dispatch, repair or restore such Residence substantially to the condition thereof immediately prior to the occurrence of such damage or destruction. Any such repair or restoration shall be performed in accordance with the requirements of Palm Beach County. If for any reason such Owner does not proceed with such repair or restoration with reasonable dispatch or if such work is not completed with 90 days after the occurrence of such damage or destruction (or such longer period to which the Association may agree in writing), then and in such event the Association may, in the exercise of its sole discretion, elect either to repair or restore such residence to the condition thereof immediately prior to the occurrence of such damage or destruction or, alternatively, to remove the remaining portion of the Residence, clear all debris and plant sod and landscape the Lot in a manner determined by the Association to be consistent with the landscaping plan of The Southgate Property. The owner of such Lot shall be responsible for the payment of all costs and expenses incurred by the Association pursuant to the provisions of this Article 7 and the same shall be due and payable within 30 days after written demand therefor is made by the Association. If such costs and expenses are not paid by the Owner to the Association as aforesaid, the Association shall have a lien therefor upon the Lot and Residence of such defaulting Owner. The said obligation and lien may be enforced in the same manner as in the case of non-payment of the assessments provided for in

this Declaration, including without limitation the rights and remedies for enforcement provided in Article 5 hereof and the obligation of the Owner to pay interest at the highest rate allowed by law, reasonable attorneys' fees, and costs. Notwithstanding anything to the contrary contained herein, in the event any Residence is destroyed or removed by any cause, if replaced, said Residence shall be replaced by a Residence of similar size and type of the destroyed Residence, not exceeding, however, the dimensions of the previous Residence.

8. Mortgagee's Right of Access. All mortgagees shall specifically have a right of access across all Common Areas for the purpose of ingress and egress to any and all Lots and Residences upon which they hold a mortgage.

9. Conveyance's and Leases of Lots.

9.1. Provisions Relating to the Sale or Lease of Lots. In order to assure a community of congenial residents, and protect the value of the Residences, and to further the continuous development of The Southgate Property, the sale or lease of Lots shall be subject to the following provisions of this section. Except as otherwise expressly provided herein, no Owner of a Lot may sell, transfer, or lease his Lot except by compliance with the following:

9.2. A Capital Contribution fee equal to three (3) months Homeowners Maintenance fee will be assessed to all new buyers. The Capital Contribution will not apply to transfers between current owners and immediate family members, or heirs, or the estate of the owners of record. The Capital Contribution Fee will be collected at the sale closing and will be utilized as working capital/reserves.

9.2.9.3. Prior to the sale or transfer of any Lot, the Owner of such Lot shall give written notice (the "Notice") to the Board of Directors of the proposed sale or lease. The notice shall include the name and address of the person to whom the proposed sale or lease is to be made, the purchase price in the case of a sale, the terms and conditions of the proposed sale or lease and such other information as may reasonably be required by the Board of Directors. The notice shall be accompanied by a true copy of the proposed purchase agreement or lease, as the case may be. The failure of the Owner to give such Notice and furnish such information to the Board of Directors shall constitute a breach of the Owner's obligations hereunder, and any sale or lease in contravention of this Article 8 shall, at the option of the Board, be null and void, and no right, title, interest, or estate shall pass to the intended purchaser or lessee by virtue thereof. The giving of the said Notice to the Board of Directors shall constitute an offer by the Owner to sell his Lot or to lease his Lot, as the case may be, to the Association, to its designee, or its assignee upon the same terms and conditions as contained in said Notice

9.3.9.4. Within 30 days after its receipt of the said Notice, copy of the proposed purchase agreement or lease, and such supplemental information as it may reasonably require, the Board shall either approve or disapprove the proposed sale or lease and shall give written notification to the Owner of its approval or disapproval of the proposed sale or lease within the said 30 day period. If the Board shall fail to give written notification to the Owner of its disapproval of the proposed sale or lease within the said 30 day period, the Board shall be deemed to have approved the proposed sale or lease. The approval by the Association of the proposed sale or lease (whether such approval results from the affirmative act of the Board or the failure of the Board to notify the Owner of its disapproval within the said 30-day period) shall be stated in a certificate executed by the President or the Vice President of the Association which shall be in form for recording in the Public Records of Palm Beach County, Florida. The Board may establish a reasonable fee, reflecting the actual costs of processing an application for

approval, to be paid to the Association for the issuance of such Certificate of Approval and the payment of such fee shall be a necessary condition precedent to the obligation of the Association to issue such Certificate.

9.4.9.5. In the event that the Board of Directors disapproves the sale, transfer, or lease of a Residence, it shall advise the Member proposing such transaction of the reason or reasons why the proposed transaction was not approved. The Board of Directors may disapprove a proposed sale, transfer, or lease for reasonable cause, but in no event, shall any such transaction be disapproved on the basis of race, religion, or national origin of the proposed vendee, transferee, or lessee.

9.5.9.6. Additional Provisions Relating to the Lease of Lots.

9.5.1.9.6.1. Each and every lease agreement (herein referred to as the "Lease") between the Owner and a lessee of such Owner's Lot and Residence shall be in writing, shall provide for a term no shorter than three months, and shall provide that such Lease is and shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee to comply with such terms and conditions shall be a material default and breach of the Lease. Each Lease shall further provide that the same may not be modified, amended, or extended without the prior written consent of the Board of Directors, and that the Board of Directors shall have the power to terminate such Lease and to bring summary proceedings to evict the lessee (which proceedings may be brought in the name of the Lessor named in the Lease) in the event of a default by the lessee in the performance of its obligations under such Lease, including without limitation, the failure of the lessee to comply with the terms and conditions of this Declaration. Each Lease shall also provide that the lessee thereunder shall pay any and all expenses and assessments levied against the demised Lot or Residence directly to the Association if and to the extent the same are not paid when due by the Owner. Notwithstanding the obligation of the lessee to make such payments directly to the Association if and to the extent the same are not paid when due by the Owner, the Owner shall remain primarily liable for the payment of any and all such expenses and assessments until the same are paid.

9.6.9.7. Exempt Transactions. ~~The foregoing provisions of this Article 9 shall not apply to the Developer or any designee or assignee developer, who may convey or lease Lots without complying with the provisions of this Article 9. Additionally, the~~ The foregoing provisions of this Article 9 shall not apply to a transfer to or purchase by any institutional mortgagee which acquires its title as a result of owning a mortgage upon the Lot concerned, whether the title of such Lot is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale, or lease by an institutional mortgagee that so acquires its title. The assignee of a mortgage originally taken by an institutional mortgagee shall enjoy the same rights, immunities, and privileges as are herein granted to such institutional mortgagee. Further, the provisions of this Article 9 shall not apply with respect to any sale or lease of a Lot by the Owner thereof to his or her spouse, adult children, adult Grandchildren, parents, grandparents, parents-in-law, or to any one or more of them. Any Owner shall be free to convey or transfer his Lot by gift, to devise his Lot by will, or to have his Lot pass by intestacy and the provisions of this article 9 shall not apply thereto; provided, however, that any person or persons who shall acquire title to a Lot or any interest therein by gift, devise, or intestacy shall be bound by, and such Lot shall be subject to, the provisions of this Article 9. In the event any Lot is acquired by the Association, its designee or its assignee, all Owners shall be deemed to have waived any right of partition which they might ever be deemed to have with respect to such Lot.

As used in this Article 9, the term Lot refers to both Lot and any residence erected thereon.

10. Additions, Alterations, or Improvements.

10.1 Consent of the Board of Directors. No Owner shall make any structural addition, alteration, or improvement in or to his Residence without the prior written consent thereto of the Board of Directors. The Board shall have the obligation to answer any written request by an Owner for approval of a proposed structural addition, alteration, or improvement in such Owner's Residence. All structural additions, alterations, and improvements shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction. An Owner making or causing to be made any structural additions, alterations, or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Owners harmless from any liability arising therefrom. Refusal of approval of plans, specifications, and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which the Board of Directors, in its sole and uncontrolled discretion, deems sufficient. It shall be a condition precedent to the granting of the consent by the Board of Directors to the making of any structural additions, alterations, or improvements in or to any Residence that the Owner of such Residence comply with all of the requirements, restrictions, and provisions of the Restrictions for Indian Spring, including without limitation the requirement for obtaining the prior written approval by the Architectural Control Committee of ISMA of the plans and specifications for such structural addition, alteration, or improvement.

10.2. Any change in the exterior appearance of any Residence, including fences, walls, pool or patio enclosures, shall be deemed an alteration requiring approval. The Board of Directors shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

~~10.3. Additions, Alterations, or Improvements to Developer-Owned Lots. The foregoing restrictions of this Article 10 shall not apply to Developer-owned Lots. The Developer shall have the right, without the consent or approval of the Board of Directors or other Owners, to make alterations, additions, or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any Residence owned by it (including, without limitation, the removal of walls, floors, ceilings, and other structural portions of the improvements).~~

~~10.4. Changes in Developer-Owned Lots and Residences. Developer shall have the right without the vote or consent of the Association to (a) make alterations, additions, or improvements in, to and upon Lots and Residences owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) change the layout or number of rooms in any Developer-owned Residences, provided that the Developer shall comply with all laws, ordinances, and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended, or deleted without the prior written consent of the Developer.~~

11. Sales Activity and Developer's Rights.

~~Until the Developer has completed and sold all the Lots in The Southgate Property, neither the Owners, the Association, nor any use of the Common Areas shall interfere with the completion of the contemplated improvements and the sale of Lots. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Residences and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance~~

~~of sales offices for the showing of Southgate and display of signs, billboards, placards, and visual promotional materials. The Developer shall have the right to use unassigned parking spaces for prospective purchaser and such other parties as Developer determines. Developer reserves the right to complete the development of The Southgate Property, including the Common Areas, notwithstanding that a purchaser of any Lot has closed title.~~

12. Amendments.

The process of amending this Declaration shall be as follows:

~~12.1. Until the date ("First Lot Sale Date") of the closing of the first conveyance of a Lot by Developer to an Owner other than Developer, any amendments may be made by Developer above, which amendment shall be signed by or on behalf of Developer and need not be joined by any other party affected thereby;~~

~~12.2. After the first Lot Sale Date, this Declaration may be amended only with the consent of (i) two-thirds (2/3) fifty-one percent (51%) of all Owners, and (ii) a majority of the entire Board, and (iii) each institutional mortgagee holding a mortgage on any lot. The aforementioned consents must be in writing and shall be affixed to the amendment to this Declaration.~~

~~12.3. Notwithstanding anything to the contrary contained herein, (a) no amendment shall be effective which shall, in a material fashion, impair or prejudice the rights or priorities of any Owner, Developer, or of any institutional mortgagee. The process of amending this Declaration shall be as follows: (b) so long as Developer is the Owner of any Lot in the ordinary course of its business, Developer's written consent must be obtained and affixed to any amendments as a necessary condition precedent to the adoption of such amendment, and in the absence of such consent any purported amendment shall be ineffective, null, and void, and (c) any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.~~

~~12.4. Notwithstanding the foregoing, so long as the Developer is entitled to elect the entire Board of Directors, Developer may amend this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owner's Board of Directors, or institutional mortgagees, provided that such amendment does not materially and adversely affect an Owner's property rights. Any such amendment shall be signed by or on behalf of Developer alone and a copy of the amendment shall be furnished to each Owner, the Association, and all institutional mortgagees known to the Developer as soon after the recording thereof amongst the Public Records of Palm Beach County, Florida as is practicable.~~

~~12.5. Any amendment to this Declaration shall become effective upon the recordation thereof in the Public records of Palm Beach County, Florida.~~

~~13. Assignability of Rights of Developer. The rights and privileges reserved in the Declaration in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the Developer, the nominee, the assignee or designee of the Developer, the successor or successors in interest of the Developer, or the successor or successors in interest of the nominees, assignees, or designees of the Developer.~~

14. General Provisions.

14.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the ~~Developer~~, the Association, or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors, and assigns, for a term of 99 years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of 10 years each unless an instrument signed by the then Owner of two-thirds of the Lots has been recorded, and all institutional mortgagees holding first mortgages encumbering the Lots of those Owners signing said instrument, agreeing to change or terminate said covenants and restrictions in whole or in part.

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

14.3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain said violation or to recover damages, and against the land to enforce any lien created by these covenants. The failure by the ~~Developer~~, the Association, or any Owner to enforce any covenant or restriction herein contained on any occasion or occasions shall in no event be deemed a waiver of the right to do so thereafter.

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

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

14.6. Limitations. ~~So long as the Developer is in control of the Association and is pursuing the development of The Southgate Property, the Association shall take no action whatsoever in opposition to the development plan of The Southgate Property or to any changes proposed thereto by the Developer.~~

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

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

14.9. Conflicts. In the event of any inconsistency between this Declaration and the Articles and By-Laws of the Association, the provisions of this Declaration shall supersede, govern, and control. In the event of any inconsistency between this Declaration of Maintenance Covenants for Indian Spring or the Restrictions for Indian Spring, the provisions of the latter two mentioned shall supersede, govern, and control.

14.10. Arbitration. In the event of any dispute among the parties hereto, including the Owners, ~~Developer~~ and Association, such dispute shall be settled by arbitration in Palm Beach County, in accordance with the rules then applying of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having

jurisdiction. The arbitrators may award costs and reasonable legal fees to the successful party. This clause shall not apply to the payment and collection of any assessment owed by an owner and to any dispute for which another arbitration provision is provided in the Declaration.



SOUTHGATE HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

This bulletin has been prepared to explain and clarify the responsibilities and services provided by the Southgate Homeowners Association (HOA) and review those responsibilities of the homeowners as well.

SECTION ONE

The following services are provided to the homeowner by the **HOA** as allocated in the annual budget.

- A. Maintain on a regular schedule the lawns, shrubs, trees and other landscaping on each lot. No flowers and no replacements except in certain cases sod. To be determined by Gardening Committee and Board of Directors.
- B. Maintain the sprinkler heads and other portions of the sprinkler system on each lot. If you have any questions concerning the lawn maintenance or sprinkler system contact our Association office at 734-8006. A Work Order will be issued and repairs will be made.
- C. **PLEASE NOTE CHANGE:** The frequency and need of painting of the outside of all homes including the pressure cleaning of roofs will be determined by the Paint Committee and Board of Directors.
- D. Any paint or caulking problems should be reported to the Association Office as a Work Order, (734-8005), to determine if they fall within the time frame of our Warranty with the painting company.
- E. Maintain the pool and hot tub cleaning service.
- F. Assist the homeowners to determine the nature and scope of mechanical or structural defects or failures on the exterior of the houses. The Maintenance Department, may in an emergency situation, make temporary repairs. They will also recommend sources for making permanent repairs, but cannot be held responsible for the work done by the contractor of your choice.
- G. Maintenance personnel will remove hornet, wasp and bee hives as an accommodation. The homeowner may safely do this by carefully spraying with "Wasp and Hornet Spray" and then removing the nests when the insects are dead with a broom or a hose. "Mud Daubers" can easily be swept or hosed away.
- H. Any work done for the homeowner not covered by the Bylaws and Covenants or this manual will be billed to the homeowner.

- I. ISMA Maintenance will handle changing of interior smoke detectors batteries and outside vestibule light only at no charge to homeowner. Place Work Order for service.

SECTION TWO

The homeowners are **RESPONSIBLE** for the following:

- A. All necessary repairs to the exterior walls and roof of each residence. Replacing all broken plate glass, window glass, and door glass of residence and for all necessary repairs to maintenance of any roof gutters and atria installed or constructed as part of residence.
- B. All trees, bushes and plants on their property and the replacement when necessary. If a tree, bush or plants are deemed necessary to be replaced by the HOA the homeowner will be advised. Replacement should be of a like type and size. If after a reasonable amount of time the replacement is not made the HOA has the right to the replacement and will bill the homeowner.
- C. Homeowners must obtain approval from the ISMA Architectural Committee and Southgate Board for any changes to the exterior of their homes. Examples are outdoor lighting, flags, patio enclosures, changes to entryway or landscaping and changes in colors. This includes adding or removing all bushes and shrubs. Proper proof of insurance liability, bonded, and proper permits must be submitted.
- D. All animals shall be on a leash at all times while in public or common areas.
- E. The Association is not responsible for any paint that is removed in the process of pressure cleaning as well as flower and/or shrub damage.

SECTION THREE

General information for the residents.

- A. The sprinkler system operates principally to water the grass and is cycled to turn on and off at certain times. If you have plants or flowers that require more water do not rely entirely on the sprinkler system. Water by hand as frequently as required.
- B. Stray animals or snakes on your property will be removed by Security Personnel. Call the office, 732-1505.
- C. If you have a problem with FCC, call the Maintenance Office. They will try to assist you. Often times, a nocturnal animal will tear a plastic garbage bag in search of

food; therefore, do not leave refuse at curb in paper or plastic bags. A firm garbage can is recommended. Please put your newspapers in a paper bag in the recycling box. If you are going to be absent for regular garbage pick-up day, leave garbage in a neighbor's garbage can or dispose of same at the Association Office outside receptacles. Due to "Holiday" schedule changes in garbage and recycle pick-up, please check your local newspaper to determine when to leave same at curb.

- D. If you have a problem with your TV cable, call Comcast at 266-2278. Make certain the problem is with the cable system. If the problem is with your TV, you will be charged for the service call.

- E. EMERGENCIES FIRE - HEALTH POLICE
CALL 911

ADVISE NAME - ADDRESS - PHONE NUMBER

INDIAN SPRING - GATE #5

Southgate

CALL SECURITY 369-2310. TURN ON EXTERIOR HOUSE LIGHTS

Indian Spring Security - 732-1505

- F. If your car won't start or you have a flat tire, call Security at 369-2310 and they will try to help you. There is an air pump available at the Security Office for cars, bicycles or pool floats.
- G. Fire and burglar alarms often ring because back-up batteries are low. Some units are wired directly to the control panel.
- H. The **HOA** has a termite control contract with Nick Felicione Inc. If you suspect that you have termites, call Nick Felicione (487-7711) and they will inspect and treat if termites are found.
- I. Please advise Security of your northern phone number and your "House Sitter" or the person who has the key to your home in case of emergency.

NOTE: The Association Documents contain a list of prohibitions in order to assure that the amenities and values in our community are maintained. In addition to the specifics listed, there is a general nuisance clause, which bans any action by a homeowner who becomes an annoyance or nuisance to the community as declared by the Board of Directors.

With that in mind, each homeowner is reminded of a few problem areas. Your cooperation is respectfully requested.

This is our lovely community. Let's keep it as attractive and beautiful as we can.

PLEASE * SPECIAL NOTE: Place garbage cans and recycle bins at curb at 7 PM the evening before pick-up and remove same as soon as you can. Do not leave them in the early afternoon of the day before pickup.

PLEASE * In order to maintain the "Southgate Estate home community 'look'" --- when possible, please do not leave vehicles parked on the street or on driveways as a regular practice during daylight hours. No cars are ever permitted to be parked overnight on the street.

If a temporary need should arise to suspend car-parking rules, please inform Security with reason and duration.

PLEASE Curb your dog. Proper Scooper Regulations will be strictly enforced.

PLEASE Keep garage doors closed unless temporarily necessary.
Remember, we have many little critters around.

PLEASE Do not leave RV's or trucks on your property overnight.

PLEASE Barbecue on the side or back of the house, not in front.

PLEASE Do not park in front of the mail box, as it will prevent the delivery of mail.

PLEASE Do not place chaise lounges or chairs on the front lawn or driveways.

PLEASE Call Management if you have any problems. Do not deal directly with pool, gardeners, and etc. personnel until Management issues a Work Order.

***These rules will be strictly enforced and monitored by ISMA roving patrols of our Security Company.**

PHONE NUMBERS FREQUENTLY CALLED

ASSOCIATION OFFICE..... 734-8005

MAINTENANCE OR WORK ORDER REQUESTS workorders@ismasters.org

VOICE MAIL GUEST/VENDOR CLEARANCE 740-7836

BOOKKEEPING..... 734-8044

SECURITY OFFICE..... 732-1505

SECURITY GATE #5..... 732-8205

FCC 877-642-3702

COMCAST CABLE 561-266-2278

FPL561-697-8000 877-552-5383

**PALM BEACH COUNTY WATER & SEWER
561-686-2656**

DELRAY HOSPITAL 561-498-4440

BETHESDA MEMORIAL HOSPITAL- East 561-737-7733

BETHESDA MEMORIAL HOSPITAL-WEST 561-336-7000

