



**Declaration
of Covenants and
Restrictions for Paseos**

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PASEOS

THIS DECLARATION, Made this day of December 19, A.D., 1975, by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Paseos") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I DEFINITIONS

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

A. "Association" shall mean and refer to Paseos Homeowners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles"), and By-Laws (the "By-Laws"), of the Association make reference. *not marked*
Copies of the Articles and By-Laws are attached hereto, and made a part hereof, as Exhibits A and B. *Architectural Planning Criteria*
respectively.

B. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Paseos from the Developer for the purpose of development and is designated as such by Arvida Corporation.

C. "Paseos" or "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

D. "Lot" shall mean and refer to any lot or other parcel in Paseos, together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns, or in which the Association has an interest, including, without limitation, a right of use, for common use and enjoyment of the members of the Association.

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N. 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the Easterly Limits of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose

tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of, the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

III PROPERTY RIGHTS

Section 1. Title to Common Area. Developer may retain the legal title to the Common Area so long as it owns at least one Lot in Paseos. On or before conveyance by Developer of the last Lot which it owns in Paseos, Developer shall convey the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including, without limitation, any easement, to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, or to any other similar association or entity in which all Owners of Lots in Paseos are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots, and the Owners thereof, in Paseos; provided that, any such conveyance shall include an assignment to Via Verde Homeowners Association, Inc., or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that Via Verde Homeowners Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property subject to this

Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within Paseos hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Paseos and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1,200.00 per Lot per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each platted Lot in Paseos.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, of the assessment period, and the amount of assessments, at least thirty (30)

days in advance of such date or 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 sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing the filing and complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall not apply only to assessments which become due and payable subsequent to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All Common Area as defined in Article I hereof;

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot (or any part thereof), land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood.

including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Paseos. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one Lot in Paseos, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any member of the ARB appointed by Developer.

Section 2. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereon or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with applicable Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit C, as the same may from time to time be amended. Architectural Planning criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Paseos, and are not intended to limit the power or authority of the ARB and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter or thing. "A"

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the

Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered after adoption thereof to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- B. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Paseos. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Paseos, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.
- D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

VIII RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership to form one or more larger Lots. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Paseos.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer.

Section 3. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Paseos.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required on the front and sides. On all Lots in Blocks 6 through 8, both inclusive, an underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 12. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

IX TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest therein, upon which a single-family residence has not been constructed and a certificate of occupancy issued therefore (an

"Unimproved Lot") shall be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Unimproved Lot to Developer and Developer has waived, in writing, its right to purchase said Unimproved Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a sale of his Unimproved Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Unimproved Lot upon the following terms:

- A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase, or upon the date specified for closing in the Proposed Contract, whichever shall later occur.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days after receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of an Unimproved Lot, or any interest therein, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Unimproved Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall this Article IX apply to the sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to an Unimproved Lot at a duly advertised public sale with open bidding which is conducted pursuant to law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

X TELECOMMUNICATION SYSTEM

Developer intends to construct or install over, across and upon the Common Area and elsewhere in Paseos and in the Via Verde Planned Unit Development, for the use and enjoyment of Paseos and/or Via Verde property Owners and their permitted or authorized guests, invitees and tenants, a central or master telecommunications receiving and distribution system (the "MATV System"), the exact description, location and nature of which have not yet been fixed. For the purpose of authorizing, permitting and allowing Developer to cause to be designed, installed and constructed, and thereafter inspected, repaired, maintained, altered, improved and replaced, the MATV System, Developer shall have and hereby reserves to itself, its successors and assigns, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the MATV System (the scope and extent and the size and the location of which, over, across, upon and through the Common Area shall be fixed and determined solely by Developer, its successors or assigns), together with the perpetual and exclusive right and privilege of (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the MATV System, including, without limitation, the towers, antennas, conduits, wires, cables, lines, panels, boxes,

housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and FM radio signals; and (2) transmitting to Owners of Lots in Paseos, and their heirs, personal representatives, successors and assigns such Owners, telecommunications via the MATV System (the facilities and equipment of which shall be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns; provided, that they shall be uniformly applicable to the Owners or occupants of all Lots in Paseos; and (3) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of Developer's choice, the rights, privileges, and easements, and the obligations related thereto, of installing, constructing, and maintaining the MATV System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals received by or through such system.

Each Owner of any property in Paseos (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to this Article X.

XI GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as member or Owner on the records of the Association in seeking such enforcement.

Section 3. Severability. Invalidity of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

ARVIDA CORPORATION

(Corporate
Seal)

By: s/ Richard W. Miller
Vice-President

ATTEST:

s/ Joan C. Styers
Assistant Secretary

STATE OF FLORIDA)
 SS.
COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants and Restrictions for Paseos was acknowledged before me this 19th day of December, 1975, by Richard W. Miller and Joan C. Styers, Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

(Notarial
Seal)

s/ Grace M. Wells
Notary Public
State of Florida at Large
My Commission Expires: Oct. 31, 1977

EXHIBIT A
ARCHITECTURAL PLANNING CRITERIA

WHEREAS, The Declaration of Covenants and Restrictions for Paseos as recorded in Official Records Book , at Pages through , of the Public Records of Palm Beach County, Florida, provides that Arvida Corporation (the "Developer"), a Delaware corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Paseos provides that the Board of Directors of Paseos Homeowners Association, Inc. (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Paseos, which criteria are to be set forth in writing and made known to all owners and prospective owners in Paseos.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, and Restrictions for Paseos, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. **Application and Definitions.** The following words and/or terms, as used in these Architectural Planning Criteria, shall have the following meanings:

A. "North Paseos" shall mean and refer to Blocks 1 through 5, both inclusive, and Parcels H through T, both inclusive of Paseos, according to the record plat thereof.

B. "South Paseos" shall mean and refer to Blocks 6 through 8, both inclusive, and Parcels A through G, both inclusive of Paseos, according to the record plat thereof.

These Architectural Planning Criteria shall apply uniformly throughout Paseos except as otherwise specifically indicated.

2. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot in North Paseos other than one detached single-family dwelling containing not less than fifteen hundred (1,500) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. No building shall be erected, altered, placed or permitted to remain on any Lot in South Paseos other than one detached single-family dwelling containing not less than eighteen hundred (1,800) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport, if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

3. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

4. **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Paseos.

5. **Roofs.** Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of

the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

6. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30) feet for a three-car garage, or forty (40) feet for a four-car garage; measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. No carports will be permitted unless approved by the ARB.

7. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired at the Lot owner's expense in a neat and orderly fashion acceptable to the ARB.

8. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

10. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

11. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

12. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the ARB. For each Lot in North Paseos, the landscape plan shall include a minimum expenditure of \$500.00 at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs or seed. For each Lot in South Paseos, the landscape plan shall include a minimum expenditure of \$1,500.00, at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs and seed. All Lots in South Paseos are required to have installed a standard underground sprinkler system which irrigates and maintains the entire Lot, including the portion of the Lot between the street pavement and the right-of-way line and/or the sidewalk. Sod shall be required in the front and side yards.

Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

13. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary container and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that any Lot may be used by Developer as a sales office during the development of Paseos, or other developments by Developer in the same area.

16. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

17. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

18. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

19. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line

connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

20. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

21. ARB Reports. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
350 Camino Gardens Blvd., Suite 202
Boca Raton, FL 33432

CFN 20150015071
CR BK 27277 PG 0967
RECORDED 01/14/2015 16:39:12
Palm Beach County, Florida
Sharon R. Rock, CLERK & COMPTROLLER
Pgs 0967 - 969; (3pgs)

**AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PASEOS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 5 day of November, 2014, by PASEOS HOMEOWNERS ASSOCIATION, INC., ("PASEOS") pursuant to the Declaration of Covenants and Restrictions recorded on August 16, 1976 in Official Record Book 2572, Page 207, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XI, Section 4 of the Declaration of Covenants and Restrictions ("Declaration") for PASEOS authorizes the Declarant to amend the Declaration upon the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for PASEOS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VIII of the Declaration by adding Section 13 as follows: (*additions indicated by underline, deletions indicated by strikethrough*)

"Section 13. Leasing Restrictions. To avoid the transient environment that results when units are purchased for investment and leasing, and in order to secure a community of congenial residents and thus protect the value of the homes in the community, a unit may not be leased until an Owner has held title for a minimum of one (1) year. Without the prior written consent of the Association, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the Unit or any part thereof.

All leases of a unit must be in writing to a specific person or persons or single families, and shall be subject to the Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. For purposes of this Section and the approvals herein required, any person(s) occupying a unit in the absence of the unit owner, or in the absence of an approved occupant or tenant, shall be deemed occupying the unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a unit owner may from time to time permit guests to occupy his unit in his absence and

without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the Association.

All prospective lessees shall make application to the Association and pay an application fee to defray costs in the amount of \$100.00 (or such greater amount as may be allowed by law) prior to the commencement of any lease term. The applicant shall provide the Association with all information requested by the Association, sign a release for a background check, and may be required to submit to an interview by the Board of Directors or its designated representatives. All prospective tenants shall be approved or denied within thirty (30) days of receipt of the application. After approval by the Association, as herein required, entire units but not less than entire units may be leased, provided occupancy is only by the lessee and his family and guests. No more than two (2) unrelated people shall be permitted to reside in a unit. Leasing of a unit shall be limited to one lease during any twelve-month period. All leases will be one year in duration. No lease shall be for a period of more than one (1) year. No residence may be subject to more than one lease in any twelve-month period. For purposes of determining when the lease period begins, the first day the lessee occupies the Unit pursuant to a particular lease shall be the first day of the twelve (12) month period.

All occupants are limited to two persons per room; a room is defined as a bedroom having windows, but not including a family room, media room, living room, or other designated room as provided on the original plans of the Unit.

Actions for damages, injunctive relief, eviction or removal of a lessee or guest for failure to comply with the Association documents may be brought by the Association against any lessee or guest after first giving the owner written notice of the problem and an opportunity to cure. An owner shall be responsible to inform his/her lessees and guests of the terms and provisions of the Association documents. An owner shall be jointly and severally liable for all acts or omissions of his/her lessees and guests and for all damages, costs, expenses and injuries caused by his/her lessees or guests resulting from the occupancy of the Unit by his/her lessees and guests. In the event a lessee or guest shall cause any damage or injury, or violate the terms and provisions of the Association documents, after first giving the owner written notice of the problem and an opportunity to cure, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant and/or guest pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the owner and/or the lessee and/or guest, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner or lessee or guest.

Further, any lease that has commenced prior to the effective date shall not be subject to this Section 13.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for PASEOS shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for PASEOS to be executed by the duly authorized officer, this 5 day of November, 2014.

WITNESSES:

PASEOS HOMEOWNERS
ASSOCIATION, INC.

Sindi Bass
WITNESS
Sindi Bass
(Print name)

BY: Rex Sims
Rex Sims
(Print Name and Title)

Drew Garrett
WITNESS
Drew Garrett
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 5 day of November, 2014, by Rex Sims, President of Paseos Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 5 day of November, 2014.



APRIL M. SHARP
MY COMMISSION # EE 109168
EXPIRES: July 5, 2015
Bonded Thru Budget Notary Services

April M. Sharp
Notary Public
My commission expires: July 5, 2015

**BY-LAWS
OF
PASEOS HOMEOWNERS ASSOCIATION, INC.**

I DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Paseos shall be used herein with the same meaning as defined in said Declaration.

II LOCATION OR PRINCIPAL OFFICE

The principal office of the Association shall be located at 998 South Federal Highway, Boca Raton, Florida 33432, or at such other place as may be established by resolution by the Board of Directors of the Association.

III VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Paseos, and shall result in the suspension of voting privileges during any period of such non-payment.

IV BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.

2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.



BOARD POLICY FOR DELINQUENT ASSESSMENTS

Quarterly Assessments are due January 1, April 1, July 1, and October 1. Statements are mailed approximately two (2) weeks prior to the due date. If payment is postmarked after the 15th of the month due, a \$20 late fee is incurred. The four-point procedure for non-payment of the assessment is as follows:

1. After the 15th, a notice is sent to the unpaids, showing balance including the \$20 late fee, requesting total payment to be paid by end of month due.
2. Management is to send a certified letter stating a lien will be filed on the property if payment is not received within fourteen (14) days. This letter is to be sent on the first day of the second month in the quarter (i.e., February 1, May 1, August 1, and November 1.) Homeowner will be responsible for all costs. (Management company to prepare lien and have recorded.)
3. Association attorney will send a certified "Notice to Foreclose" stating foreclosure action will be instituted if full payment is not received within fourteen (14) days.
4. Attorney will send letter stating the payment has not been received and foreclosure action has begun. Mr. Levine estimated the cost for a foreclosure filing to be approximately \$500 (Circuit Court filing fees, summons, complaint packages, and estimated \$250 legal fee), plus \$65 per letter he sends, and the cost of the title search.

**BOARD OF DIRECTORS
PASEOS HOMEOWNERS ASSOCIATION, INC.**

Effective March 25, 1993

**ARTICLES OF INCORPORATION
OF**

**PASEOS HOMEOWNERS
ASSOCIATION, INC.
a Corporation Not for Profit**

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I NAME

The name of this corporation shall be PASEOS HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

II PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Paseos in the Declaration of Covenants and Restrictions for Paseos to be recorded in the Public Records of Palm Beach County, Florida.

B. To maintain and/or repair landscaping in the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, structures, and other improvements in Paseos for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Paseos as well as any alteration, improvement, addition and/or change thereto.

D. To provide or provide for private security, and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Paseos.

E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

III GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of its members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, Covenants, Restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix, collect and enforce assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and any user for any use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV MEMBERS

A. "Developer", "Owner", "Lot", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Paseos.

B. The members shall consist of the Lot Owners in Paseos, the Property comprising Paseos being described in Section C of this Article, and all such Lot Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. **Class A Members.** Class A Members shall be all Lot Owners other than the Class B Member. Owners of such Lot shall automatically become Class A Members upon purchase of such Lot.
2. **Class B Members.** The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee, as Developer of Paseos.

C. Paseos consists of that certain real property situated in Palm Beach County, Florida, described as follows:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N. 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the Easterly Limits of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as

recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of, the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING.

V VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Paseos or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in Paseos.

C. The Association shall obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Paseos, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

VI BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, a majority of Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote of a meeting at which a majority of the membership of the Association is voting in person, by proxy or by written ballot. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years; the other elected Director shall serve for a term of one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or, as to a Director elected by the Class A Members, until removed from office with or without cause by the affirmative vote of a majority of the Class A Members. In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor director may be appointed, at any time by the Class B Member.

B. The names and addresses of the members of the First Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1976 and until their successors are elected or appointed and have qualified, are as follows:

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Richard L. Larsen
1025 N.W. 5th Street
Boca Raton, Florida 33432

James R. Mantey
54 N.W. 6th Avenue
Boca Raton, Florida 33432

Joan C. Styers
2628 N.E. 26th Terrace
Lighthouse Point, Florida 33064

Bill Shubin
Boca West
2402 Bridgewood Drive
Boca Raton, Florida 33432

VII OFFICERS

Offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth by the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1976 and until their successors are duly elected and qualified are:

President	Alan T. Brown
Vice President	James R. Mantey
Vice President	Bill Shubin
Treasurer	Richard L. Larsen
Secretary	Joan C. Styers

VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of Paseos (as the same is defined in the Declaration of Covenants and Restrictions for Paseos) shall be effective without the prior written consent of said Arvida Corporation or its successors or assigns, as Developer.

XI SUBSCRIBERS

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

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Richard L. Larsen
1025 N.W. 5th Street
Boca Raton, Florida 33432

Bill Shubin
Boca West
2402 Bridgewood Drive
Boca Raton, Florida 33432

XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.
2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty of the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. 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 this 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 or their votes are 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.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to Arvida Corporation, a Delaware corporation, its successors or assigns, (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept.
3. Remaining assets if any, shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the undersigned subscribers have caused these Articles to be executed as required by law this 19th day of December, 1975.

s/ ALAN T. BROWN

Alan T. Brown

s/ RICHARD L. LARSEN

Richard L. Larsen

s/ BILL SHUBIN

Bill Shubin

(Corporate
Seal)

STATE OF FLORIDA)
 SS.
COUNTY OF PALM BEACH)

The foregoing Articles of Incorporation were acknowledged before me this 19th day of December, 1975, by Alan T. Brown, Richard L. Larsen and Bill Shubin.

(Notarial
Seal)

s/ Rita J. Gareschak

Notary Public
State of Florida at Large
My Commission Expires: Mar. 9, 1979

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board of the Developer. Upon receipt of such ballots members may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

- A. To call meetings of the members.
- B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
- C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
- E. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
- F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to members in the Declaration of Covenants and Restrictions for Paseos or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.
- B. To supervise all officers, agents and employees of this Association and see that their duties are properly performed.

C. With reference to assessments of the Association:

- (1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
 - (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
 - (3) To send written notice of each assessment to every member subject thereto.
- D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.
- E. Notwithstanding any provision to the contrary contained in the Covenants and Restrictions for Paseos, the Articles of Incorporation of the Association, or herein, the Board of Directors may cooperate with the Via Verde Homeowners Association, Inc., and/or with any other association or entity of which all Owners of Lots in Paseos are members and which has the power and authority to levy and enforce maintenance assessments against Lots, and the Owners thereof, in Paseos, in the collection of assessments. The assessments levied by, and payable to, the Association may be collected for and remitted to the Association by such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

VII DIRECTORS AND MEETINGS

1. The annual meeting of the Association shall be held on December 3, at 4:30 P.M. at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

VIII OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the

Association. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

IX COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee
The Maintenance Committee
The Architectural Review Board (the "ARB")

Each committee, other than ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in the By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property in Paseos, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Paseos. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any of its powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

X BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

XI SEAL

The Association shall have a seal in circular form having within its circumference the words: Paseos Homeowners Association, Inc., a corporation not for profit, 1975.

XII AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent.

CERTIFICATE

The foregoing were adopted as the By-Laws of Paseos Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, on _____.

s/ JOAN C. STYERS

Joan C. Styers
Secretary

s/ ALAN T. BROWN

Alan T. Brown
President

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
350 Camino Gardens Blvd., Suite 202
Boca Raton, FL 33432

CFM 20150015071
OF BK 27277 PG 0967
RECORDED 01/14/2015 16:39:12
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0967 - 969; (3pgs)

**AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PASEOS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 5 day of November, 2014, by PASEOS HOMEOWNERS ASSOCIATION, INC., ("PASEOS") pursuant to the Declaration of Covenants and Restrictions recorded on August 16, 1976 in Official Record Book 2572, Page 207, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XI, Section 4 of the Declaration of Covenants and Restrictions ("Declaration") for PASEOS authorizes the Declarant to amend the Declaration upon the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for PASEOS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VIII of the Declaration by adding Section 13 as follows: (*additions indicated by underline, deletions indicated by strikethrough*)

"Section 13. Leasing Restrictions. To avoid the transient environment that results when units are purchased for investment and leasing, and in order to secure a community of congenial residents and thus protect the value of the homes in the community, a unit may not be leased until an Owner has held title for a minimum of one (1) year. Without the prior written consent of the Association, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the Unit or any part thereof.

All leases of a unit must be in writing to a specific person or persons or single families, and shall be subject to the Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. For purposes of this Section and the approvals herein required, any person(s) occupying a unit in the absence of the unit owner, or in the absence of an approved occupant or tenant, shall be deemed occupying the unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a unit owner may from time to time permit guests to occupy his unit in his absence and

without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the Association.

All prospective lessees shall make application to the Association and pay an application fee to defray costs in the amount of \$100.00 (or such greater amount as may be allowed by law) prior to the commencement of any lease term. The applicant shall provide the Association with all information requested by the Association, sign a release for a background check, and may be required to submit to an interview by the Board of Directors or its designated representatives. All prospective tenants shall be approved or denied within thirty (30) days of receipt of the application. After approval by the Association, as herein required, entire units but not less than entire units may be leased, provided occupancy is only by the lessee and his family and guests. No more than two (2) unrelated people shall be permitted to reside in a unit. Leasing of a unit shall be limited to one lease during any twelve-month period. All leases will be one year in duration. No lease shall be for a period of more than one (1) year. No residence may be subject to more than one lease in any twelve-month period. For purposes of determining when the lease period begins, the first day the lessee occupies the Unit pursuant to a particular lease shall be the first day of the twelve (12) month period.

All occupants are limited to two persons per room; a room is defined as a bedroom having windows, but not including a family room, media room, living room, or other designated room as provided on the original plans of the Unit.

Actions for damages, injunctive relief, eviction or removal of a lessee or guest for failure to comply with the Association documents may be brought by the Association against any lessee or guest after first giving the owner written notice of the problem and an opportunity to cure. An owner shall be responsible to inform his/her lessees and guests of the terms and provisions of the Association documents. An owner shall be jointly and severally liable for all acts or omissions of his/her lessees and guests and for all damages, costs, expenses and injuries caused by his/her lessees or guests resulting from the occupancy of the Unit by his/her lessees and guests. In the event a lessee or guest shall cause any damage or injury, or violate the terms and provisions of the Association documents, after first giving the owner written notice of the problem and an opportunity to cure, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant and/or guest pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the owner and/or the lessee and/or guest, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner or lessee or guest.

Further, any lease that has commenced prior to the effective date shall not be subject to this Section 13.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for PASEOS shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for PASEOS to be executed by the duly authorized officer, this 5 day of November, 2014.

WITNESSES:

PASEOS HOMEOWNERS
ASSOCIATION, INC.

Sindi Bass
WITNESS
Sindi Bass
(Print name)

BY: Rex Sims
REX SIMS
(Print Name and Title)

Drew Garrett
WITNESS
Drew Garrett
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 5 day of November, 2014, by Rex Sims, President of Paseos Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 5 day of November, 2014.



APRIL M. SHARP
MY COMMISSION # EE 109168
EXPIRES: July 5, 2015
Bonded Thru Budget Notary Services

April M. Sharp
Notary Public
My commission expires: July 5, 2015



**Declaration
of Covenants and
Restrictions for Paseos**

DECLARATION OF COVENANTS AND RESTRICTIONS FOR PASEOS

THIS DECLARATION, Made this day of December 19, A.D., 1975, by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Paseos") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I DEFINITIONS

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

A. "Association" shall mean and refer to Paseos Homeowners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles"), and By-Laws (the "By-Laws"), of the Association make reference. *not marked*
Copies of the Articles and By-Laws are attached hereto, and made a part hereof, as Exhibits A and B *architectural Planning Criteria* respectively.

B. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Paseos from the Developer for the purpose of development and is designated as such by Arvida Corporation.

C. "Paseos" or "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

D. "Lot" shall mean and refer to any lot or other parcel in Paseos, together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns, or in which the Association has an interest, including, without limitation, a right of use, for common use and enjoyment of the members of the Association.

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N. 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the Easterly Limits of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose

tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of, the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

III PROPERTY RIGHTS

Section 1. Title to Common Area. Developer may retain the legal title to the Common Area so long as it owns at least one Lot in Paseos. On or before conveyance by Developer of the last Lot which it owns in Paseos, Developer shall convey the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including, without limitation, any easement, to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, or to any other similar association or entity in which all Owners of Lots in Paseos are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots, and the Owners thereof, in Paseos; provided that, any such conveyance shall include an assignment to Via Verde Homeowners Association, Inc., or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that Via Verde Homeowners Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property subject to this

Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within Paseos hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Paseos and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1,200.00 per Lot per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each platted Lot in Paseos.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, of the assessment period, and the amount of assessments, at least thirty (30)

days in advance of such date or 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 sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing the filing and complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall not apply only to assessments which become due and payable subsequent to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All Common Area as defined in Article I hereof;

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot (or any part thereof), land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood,

including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Paseos. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one Lot in Paseos, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any member of the ARB appointed by Developer.

Section 2. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereon or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with applicable Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit C, as the same may from time to time be amended. Architectural Planning criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Paseos, and are not intended to limit the power or authority of the ARB and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter to thing. "A"

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the

Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered after adoption thereof to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- B. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Paseos. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.
- C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Paseos, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.
- D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

VIII RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership to form one or more larger Lots. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Paseos.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer.

Section 3. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Paseos.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required on the front and sides. On all Lots in Blocks 6 through 8, both inclusive, an underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 12. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

IX TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest therein, upon which a single-family residence has not been constructed and a certificate of occupancy issued therefore (an

"Unimproved Lot") shall be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Unimproved Lot to Developer and Developer has waived, in writing, its right to purchase said Unimproved Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a sale of his Unimproved Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Unimproved Lot upon the following terms:

- A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase, or upon the date specified for closing in the Proposed Contract, whichever shall later occur.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days after receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of an Unimproved Lot, or any interest therein, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Unimproved Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall this Article IX apply to the sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to an Unimproved Lot at a duly advertised public sale with open bidding which is conducted pursuant to law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

X TELECOMMUNICATION SYSTEM

Developer intends to construct or install over, across and upon the Common Area and elsewhere in Paseos and in the Via Verde Planned Unit Development, for the use and enjoyment of Paseos and/or Via Verde property Owners and their permitted or authorized guests, invitees and tenants, a central or master telecommunications receiving and distribution system (the "MATV System"), the exact description, location and nature of which have not yet been fixed. For the purpose of authorizing, permitting and allowing Developer to cause to be designed, installed and constructed, and thereafter inspected, repaired, maintained, altered, improved and replaced, the MATV System, Developer shall have and hereby reserves to itself, its successors and assigns, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the MATV System (the scope and extent and the size and the location of which, over, across, upon and through the Common Area shall be fixed and determined solely by Developer, its successors or assigns), together with the perpetual and exclusive right and privilege of (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the MATV System, including, without limitation, the towers, antennas, conduits, wires, cables, lines, panels, boxes.

housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and FM radio signals; and (2) transmitting to Owners of Lots in Paseos, and their heirs, personal representatives, successors and assigns such Owners, telecommunications via the MATV System (the facilities and equipment of which shall be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns; provided, that they shall be uniformly applicable to the Owners or occupants of all Lots in Paseos; and (3) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of Developer's choice, the rights, privileges, and easements, and the obligations related thereto, of installing, constructing, and maintaining the MATV System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals received by or through such system.

Each Owner of any property in Paseos (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to this Article X.

XI GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as member or Owner on the records of the Association in seeking such enforcement.

Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

ARVIDA CORPORATION

(Corporate
Seal)

By: s/ Richard W. Miller
Vice-President

ATTEST:

s/ Joan C. Styers
Assistant Secretary

STATE OF FLORIDA)
 SS.
COUNTY OF PALM BEACH)

The foregoing Declaration of Covenants and Restrictions for Paseos was acknowledged before me this 19th day of December, 1975, by Richard W. Miller and Joan C. Styers, Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

(Notarial
Seal)

s/ Grace M. Wells
Notary Public
State of Florida at Large
My Commission Expires: Oct. 31, 1977

EXHIBIT A
ARCHITECTURAL PLANNING CRITERIA

WHEREAS, The Declaration of Covenants and Restrictions for Paseos as recorded in Official Records Book , at Pages through , of the Public Records of Palm Beach County, Florida, provides that Arvida Corporation (the "Developer"), a Delaware corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Paseos provides that the Board of Directors of Paseos Homeowners Association, Inc. (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Paseos, which criteria are to be set forth in writing and made known to all owners and prospective owners in Paseos.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, and Restrictions for Paseos, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. **Application and Definitions.** The following words and/or terms, as used in these Architectural Planning Criteria, shall have the following meanings:

A. "North Paseos" shall mean and refer to Blocks 1 through 5, both inclusive, and Parcels H through T, both inclusive of Paseos, according to the record plat thereof;

B. "South Paseos" shall mean and refer to Blocks 6 through 8, both inclusive, and Parcels A through G, both inclusive of Paseos, according to the record plat thereof.

These Architectural Planning Criteria shall apply uniformly throughout Paseos except as otherwise specifically indicated.

2. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot in North Paseos other than one detached single-family dwelling containing not less than fifteen hundred (1,500) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. No building shall be erected, altered, placed or permitted to remain on any Lot in South Paseos other than one detached single-family dwelling containing not less than eighteen hundred (1,800) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport, if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

3. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

4. **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Paseos.

5. **Roofs.** Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of

the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

6. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30) feet for a three-car garage, or forty (40) feet for a four-car garage; measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. No carports will be permitted unless approved by the ARB.

7. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired at the Lot owner's expense in a neat and orderly fashion acceptable to the ARB.

8. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

10. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

11. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

12. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the ARB. For each Lot in North Paseos, the landscape plan shall include a minimum expenditure of \$500.00 at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs or seed. For each Lot in South Paseos, the landscape plan shall include a minimum expenditure of \$1,500.00, at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs and seed. All Lots in South Paseos are required to have installed a standard underground sprinkler system which irrigates and maintains the entire Lot, including the portion of the Lot between the street pavement and the right-of-way line and/or the sidewalk. Sod shall be required in the front and side yards.

Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

13. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary container and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that any Lot may be used by Developer as a sales office during the development of Paseos, or other developments by Developer in the same area.

16. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

17. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

18. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

19. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line

connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

20. **Utility Connections.** Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

21. **ARB Reports.** The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

Document Prepared By:
RANDALL K. ROGER & ASSOCIATES, P.A.
Attorneys for the Association
621 N.W. 53rd Street, Suite 300
Boca Raton, Florida 33487
(561) 988-5598

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Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1228 - 1269; (42pgs)

**CERTIFICATION AND NOTICE OF
MARKETABLE TITLE ACTION PURSUANT TO CHAPTER 712,
FLORIDA STATUTES, FOR
PASEOS HOMEOWNERS ASSOCIATION, INC.**

Paseos Homeowners Association, Inc. ("the Association"), whose address is: Paseos Homeowners Association, Inc., c/o Hawk-Eye Management, Inc., Attn: Donna Bissinger, Property Manager, 3901 North Federal Highway, Suite 202, Boca Raton, FL 33431, has taken action to ensure that the Declaration of Covenants and Restrictions for Paseos, recorded in Official Records Book 2572 at Page 207 of the Public Records of Palm Beach County, Florida, as amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence.

The affidavit regarding service of notice of meeting of Board of Directors with Statement of Marketable Title Action is attached hereto as Exhibit "1", pursuant to Florida Statutes Section 712.06(1)(b).

The Resolution of the Board of Directors concerning the Notice of Marketable Title Action is attached hereto as Exhibit "2", pursuant to Florida Statutes Section 712.06(1)(b).

The legal description of the property is as follows, as is stated in the Declaration of Covenants and Restrictions for Paseos, recorded in Official Records Book 2572 at Page 207 of the Public Records of Palm Beach County, Florida:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the

Easterly Limits of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of, the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING

A copy of the Declaration of Covenants and Restrictions for Paseos, as may be amended from time to time, is attached hereto as Exhibit "3".

IN WITNESS WHEREOF, the President and Secretary of Paseos Homeowners Association, Inc., have set their hands and the seal of the Association, and have executed and attested this document, on this 18 day of August, 2005.

PASEOS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

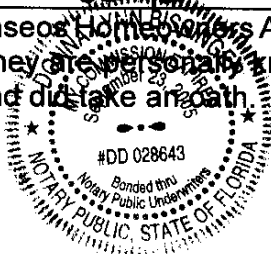
President

By: [Signature]

Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of August, 2005, by Kenneth W. Wainwright, as President, and David Brown, as Secretary, of Paseos Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced identification and did take an oath.



[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

Ed O'Bray
Secretary

EXHIBIT "I"

**NOTICE OF SPECIAL MEETING OF
THE BOARD OF DIRECTORS
PASEOS HOMEOWNERS ASSOCIATION, INC.**

TO ALL MEMBERS:

On ~~Thursday~~, **August 18, 2005**, at **7:00 p.m.**, at **20790 Sonrisa Way**, a Special Meeting of the Board of Directors of Paseos Homeowners Association, Inc. shall be held for the purpose of taking action to ensure that the Declaration of Covenants and Restrictions for Paseos, which governs the Association and its membership, retains its status and is valid and enforceable for purposes of marketable title, as more fully described in the following notice.

STATEMENT OF MARKETABLE TITLE ACTION

The Paseos Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions for Paseos, recorded in Official Records Book 2572 at Page 207 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

This notice and the foregoing statement are provided in accordance with law, specifically Chapter 712 of the Florida Statutes. All members are welcome to attend the meeting of the Board of Directors.

PASEOS HOMEOWNERS ASSOCIATION, INC.
BY ORDER OF THE BOARD OF DIRECTORS

By: *Karla Brown*, Secretary *DB*

Dated: 8-3, 2005.

T:\20465 Paseos Homeowners\MRTA\Notice of Meeting.wpd

**RESOLUTION OF PASEOS HOMEOWNERS ASSOCIATION, INC.
- NOTICE OF STATEMENT OF MARKETABLE TITLE**

This Resolution is entered into this 18 day of AUGUST, 2005, by the Board of Directors for Paseos Homeowners Association, Inc. A meeting was called to order on AUGUST 18, 2005, which meeting was properly noticed pursuant to the By-Laws of the Paseos Homeowners Association, Inc., and in accordance with Chapters 712 and 720, Florida Statutes, at which meeting a quorum of the Board of Directors was in attendance, and the following resolution was proposed and passed:

WHEREAS, the Paseos Homeowners Association, Inc. (hereinafter the "Association"), a Florida not-for-profit corporation, operating and governed by the Declaration of Covenants and Restrictions for Paseos, recorded in Official Records Book 2572 at Page 207 of the Public Records of Palm Beach County, Florida, as amended from time to time, on lands described therein; and

WHEREAS, the Association wishes to continue the duties, functions and obligations as found under the recorded Declaration of Covenants and Restrictions for Paseos, recorded in Official Records Book 2572 at Page 207 of the Public Records of Palm Beach County, Florida, as amended from time to time; and

WHEREAS, the Association in compliance with the Marketable Record Title Act, as amended, wishes to re-adopt such operation obligation in accordance with the Act.

NOW THEREFORE, after proper notice and consideration, the Board of Directors have voted and approved by at least two-thirds of the directors to re-adopt, re-certify and continue to enforce the Declaration in accordance with the Marketable Record Title Act, and do hereby state as follows:

Statement of Marketable Title Action

The Paseos Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions for Paseos, recorded in Official Records Book 2572 at Page 207 of the Public Records of Palm Beach County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

EXHIBIT "2"

Paseos Homeowners Association, Inc.
Resolution of Board of Directors -
Marketable Title Action
Page 2

Further, the Board sayeth naught, and on approval of at least two thirds (2/3rds) of the directors and as the Board of Directors, this Resolution is duly approved and passed on the 18th of August, 2005.

PASEOS HOMEOWNERS ASSOCIATION, INC.

By: Zadd E. Bunn Jr., Secretary

T:\20465 Paseos Homeowners\MRTA\Resolution BoD re MRTA.wpd

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DECLARATION OF COVENANTS AND
RESTRICTIONS FOR PASEOS

THIS DECLARATION, Made this day of December 19, A.D., 1975, by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Paseos") is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

DEFINITIONS

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

A. "Association" shall mean and refer to Paseos Homeowners Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles"), and By-Laws (the "By-Laws"), of the Association make reference. Copies of the Articles and By-Laws are attached hereto, and made a part hereof, as Exhibits A and B respectively.

B. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Paseos from the Developer for the purpose of development and is designated as such by Arvida Corporation.

C. "Paseos" or "Property" shall mean and refer to all such existing properties; and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in said Article II.

D. "Lot" shall mean and refer to any lot or other parcel in Paseos, together with any and all improvements thereon, platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns, or in which the Association has an interest, including, without limitation, a right of use, for common use and enjoyment of the members of the Association.

This Instrument Was Prepared By:
H. WILLIAM WALKER, JR.
MERSHON, SAWYER, JOHNSTON, DUNWOODY & COLE
1600 SOUTHEAST FIRST NATIONAL BANK BUILDING
MIAMI, FLORIDA 33131

MECH 2572 PAGE 207

H. V. WALKER, JR.
MERSHON, SAWYER, JOHNSTON, DUNWOODY & COLE
1600 SOUTHEAST FIRST NATIONAL BANK BUILDING
MIAMI, FLORIDA 33131

- 1 -

MERSHON, SAWYER, JOHNSTON, DUNWOODY & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

EXHIBIT 3

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO,
DELETIONS THEREFROM

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N. 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the Easterly Limits of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of, the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

III. PROPERTY RIGHTS

Section 1. Title to Common Area. Developer may retain the legal title to the Common Area so long as it owns at least one Lot in Paseos. On or before conveyance by Developer of the last Lot which it owns in Paseos, Developer shall convey the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including, without limitation, any easement, to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, or to any other similar association or entity in which all Owners of Lots in Paseos are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots, and the Owners thereof, in Paseos; provided that, any such conveyance shall include an assignment to Via Verde Homeowners Association, Inc., or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that

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Via Verde Homeowners Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the above-described Properties against foreclosure;
- B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and
- D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Classes and Voting. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it within the Association, covenants and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Paseos and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Maximum Annual Assessments. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed \$1,200.00 per Lot per annum. The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

Section 4. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each platted Lot in Paseos.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the

The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement, of the assessment period, and the amount of assessments, at least thirty (30) days in advance of such date or 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 sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

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The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may, at any time thereafter, bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing the filing and complaint in such action (including reasonable attorneys' fees) and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with the costs of the action.

Section 9. Subordination to Lien of Mortgages. The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association or real estate investment trust. Such subordination shall not apply only to assessments which become due and payable subsequent to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. Exempt Property. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

B. All Common Area as defined in Article I hereof;

C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot (or any part thereof), land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may provide maintenance upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

Section 2. Assessment of Costs. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VII ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of five (5) members, who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Paseos. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer

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owns at least one Lot in Pasco, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal, or other termination of services of any member of the ARB appointed by Developer.

Section 2. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereon or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with applicable Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit C, as the same may from time to time be amended. Architectural Planning criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Pasco, and are not intended to limit the power or authority of the ARB and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter or thing.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

- A. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered after adoption thereof to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

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- B. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Paseos. The ARB may also may require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Paseos, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

- D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

VIII RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership to form one or more larger Lots. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all or portions of the divided or subdivided Lot(s) become consolidated.

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In the event that one or more Lots are developed as a unit, the provisions of these Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Paseos.

Section 2. No Temporary Buildings. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer.

Section 3. Antennae. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Paseos.

Section 4. Boats and Motor Vehicles. No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. Trees. No tree or shrub, the trunk of which exceeds two (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

Section 6. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition and that are operated by electric door openers.

Section 8. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

Section 9. Landscaping. A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required on the front and sides. On all Lots in Blocks 6 through 8, both inclusive, an underground sprinkler systems of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order.

Section 10. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. Signs. No sign of any kind shall be displayed to the public view on any Lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 12. Miscellaneous. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

IX TRANSFER OF UNIMPROVED LOTS

Section 1. Developer's Right of First Refusal. No Lot, and no interest therein, upon which a single-family residence has not been constructed and a certificate of occupancy issued therefor (an "Unimproved Lot") shall be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Unimproved Lot to Developer, and Developer has waived, in writing, its right to purchase said Unimproved Lot.

Section 2. Notice to Developer. Any Owner(s) intending to make a sale of his Unimproved Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Unimproved Lot upon the following terms:

- A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase, or upon the date specified for closing in the Proposed Contract, whichever shall later occur.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days after receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 3. Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

Section 4. Unauthorized Transactions. Any sale of an Unimproved Lot, or any interest therein, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 5. Exceptions. This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Unimproved Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall this Article IX apply to the sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to an Unimproved Lot at a duly advertised public sale with open bidding which is conducted pursuant to law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

TELECOMMUNICATION SYSTEM

Developer intends to construct or install over, across and upon the Common Area and elsewhere in Paseos and in the Via Verde Planned Unit Development, for the use and enjoyment of Paseos and/or Via Verde property Owners and their permitted or authorized guests, invitees and tenants, a central or master telecommunications receiving and distribution system (the "MATV System"), the exact description, location and nature of which have not yet been fixed. For the purpose of authorizing, permitting and allowing Developer to cause to be designed, installed and constructed, and thereafter inspected, repaired, maintained, altered, improved and replaced, the MATV System, Developer shall have and hereby reserves to itself, its successors and assigns, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the MATV System (the scope and extent and the size and the location of which, over, across, upon and through the Common Area shall be fixed and determined solely by Developer, its successors or assigns), together with the perpetual and exclusive right and privilege of (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the MATV System, including, without limitation, the towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute

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telecommunications, including, without limitation, television and FM radio signals; and (2) transmitting to Owners of Lots in Paseos, and their heirs, personal representatives, successors and assigns such Owners, telecommunications via the MATV System (the facilities and equipment of which shall be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns; provided, that they shall be uniformly applicable to the Owners or occupants of all Lots in Paseos; and (3) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of Developer's choice, the rights, privileges, and easements, and the obligations related thereto, of installing, constructing, and maintaining the MATV System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals received by or through such system.

Each Owner of any property in Paseos (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges easements and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to this Article X.

XI GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as member or Owner on the records of the Association in seeking such enforcement.

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Section 3. Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration or amendment hereto, or appoints a Director of the Association, no amendment will be effective without Developer's express written joinder and consent.

Section 5. Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

ARVIDA CORPORATION

By: [Signature]
Vice-President

ATTEST:

[Signature]
Assistant Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing Declaration of Covenants and Restrictions for Paseos was acknowledged before me this 17 day of Dec, 1975, by Richard W. Miller and Joan C. Steiner, Vice President and Assistant Secretary respectively of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:

NO FEE
MY COMMISSION EXPIRES OCT. 31, 1977
GUARANTY THROUGH GENERAL INSURANCE UNDERWRITERS

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EXHIBIT A

ARTICLES OF INCORPORATION
OF
PASEOS HOMEOWNERS
ASSOCIATION, INC.
a Corporation Not for Profit

FILED
MAR 30 1973
CLERK OF DISTRICT COURT
PALM BEACH COUNTY, FLORIDA

In order to form a corporation under the Laws of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified; and to that end we do, by these Articles of Incorporation, set forth:

I. NAME

The name of this corporation shall be PASEOS HOMEOWNERS ASSOCIATION, INC., hereinafter sometimes referred to as the "Association."

II. PURPOSES

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Paseos in the Declaration of Covenants and Restrictions for Paseos to be recorded in the Public Records of Palm Beach County, Florida.

B. To maintain and/or repair landscaping in the general and/or Common Areas, parks, sidewalks and/or access paths, streets and other Common Areas, structures, and other improvements in Paseos for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Paseos as well as any alteration, improvement, addition and/or change thereto.

D. To provide or provide for private security, and such other services the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Paseos.

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E. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment; both real and personal, related to the health, safety and social welfare of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its members.

G. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association, in the Declaration of Covenants and Restrictions hereinabove described.

III. GENERAL POWERS

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of its members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, By-Laws, Covenants, Restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix, collect and enforce assessments to be levied against Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and any user for any use of Association Property when such is deemed appropriate by the Board of Directors of the Association.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

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MENSHON, BARTER, JOHNSTON, DUNWOODY & COLE, 1500 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

H. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

IV MEMBERS

A. "Developer", "Owner", "Lot", and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the aforesaid Declaration of Covenants and Restrictions for Paseos.

B. The members shall consist of the Lot Owners in Paseos, the Property comprising Paseos being described in Section C. of this Article, and all such Lot Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Members. Class A members shall be all Lot Owners other than the Class B Member. Owners of such Lot shall automatically become Class A Members upon purchase of such Lot.
2. Class B Members. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee, as Developer of Paseos.

C. Paseo consists of that certain real property situated in Palm Beach County, Florida, described as follows:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N. 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the Easterly Limit of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING.

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MEMPHIS, BARNER, JOHNSON, DUNROBY & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

X. VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the Declaration of Covenants and Restrictions for Paseos or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

B. The Developer shall have the right to appoint a majority of the Board of Directors so long as it owns at least one (1) Lot in Paseos.

C. The Association shall obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration of Covenants and Restrictions for Paseos, as supplemented by the provisions of the Articles and By-Laws of the Association relating thereto.

VI. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. So long as Developer shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, a majority of Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) Directors appointed by members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote of a meeting at which a majority of the membership of the Association is voting in person, by proxy or by written ballot. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years; the other elected Director shall serve for a term of one (1) year. In addition, the Class B Member shall select two (2) Directors to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or, as to a Director elected by the Class A Members, until removed from office with or without cause by the affirmative vote of a majority of the Class A Members. In no event can a Board member appointed by the Class B Member be removed except by action of the Class B Member. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor director may be appointed, at any time by the Class B Member.

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MERSON, BARNER, JOHNSTON, DUNWORY & COLE, 1806 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

RECORDER'S MEMO: Legality
of Writing, Typing or Printing
unsatisfactory in this document
when received.

B. The names and addresses of the members of the First Board of Directors who shall hold office until the annual meeting of the members to be held in the year 1976 and until their successors are elected or appointed and have qualified, are as follows:

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Richard L. Larsen
1025 N.W. 5th Street
Boca Raton, Florida 33432

James R. Mantey
94 N.W. 6th Avenue
Boca Raton, Florida 33432

Joan C. Styers
2628 N.E. 26th Terrace
Lighthouse Point, Florida 33064

Bill Shubin
Boca West
2402 Bridgewood Drive
Boca Raton, Florida 33432

VII OFFICERS

offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth by the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1976 and until their successors are duly elected and qualified are:

President	Alan T. Brown
Vice President	James R. Mantey
Vice President	Bill Shubin
Treasurer	Richard L. Larsen
Secretary	Joan C. Styers

VIII CORPORATE EXISTENCE

The Association shall have perpetual existence.

IX BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles.

X AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended or repealed by resolution of the Board of Directors. No amendment affecting Arvida Corporation, a Delaware corporation, or its successors or assigns as Developer of

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MERSON, SAWYER, JOHNSTON, GUNWODY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

Pascos (as the same is defined in the Declaration of Covenants and Restrictions for Pascos) shall be effective without the prior written consent of said Arvida Corporation or its successors or assigns, as Developer.

XI SUBSCRIBERS

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

Alan T. Brown
209 N.E. 23rd Avenue
Fort Lauderdale, Florida 33301

Richard L. Larsen
1025 N.W. 5th Street
Boca Raton, Florida 33432

Bill Shubin
Boca West
2402 Bridgewood Drive
Boca Raton, Florida 33432

XII INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.
2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other

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enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty of the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. 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 this 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 or their votes are 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.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of

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MENSHON, SAWYER, JOHNSTON, DUNWOODY & COLE, 1400 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to Arvida Corporation, a Delaware corporation, its successors or assigns, (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept.
3. Remaining assets if any, shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each members' share of the assets to be determined in accordance with its voting rights.

B. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's members.

IN WITNESS WHEREOF, the undersigned subscribers have caused these Articles to be executed as required by law this 19th day of December, 1975.

Alan T. Brown
Alan T. Brown

Richard L. Larsen
Richard L. Larsen

Bill Shubin
Bill Shubin

(Corporate Seal)

STATE OF FLORIDA)

SS.

COUNTY OF PALM BEACH)

The foregoing Articles of Incorporation were acknowledged before me this 19th day of December, 1975, by Alan T. Brown, Richard L. Larsen and Bill Shubin.

(Notarial Seal)

Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR. 6, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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MERSON, SAWYER, JOHNSTON, DUNWOODY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

BY-LAWS
OF
PASEOS HOMEOWNERS ASSOCIATION, INC.

I DEFINITIONS

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Paseos shall be used herein with the same meaning as defined in said Declaration.

II LOCATION OR PRINCIPAL OFFICE

The principal office of the Association shall be located at 998 South Federal Highway, Boca Raton, Florida 33432, or at such other place as may be established by resolution by the Board of Directors of the Association.

III VOTING RIGHTS AND ASSESSMENTS

1. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration of Covenants and Restrictions for Paseos, and shall result in the suspension of voting privileges during any period of such non-payment.

IV BOARD OF DIRECTORS

1. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

2. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors, except that Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

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V ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES

1. Nominations for the election of Board members may be made by a Nominating Committee appointed by the Board.

2. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within thirty (30) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Secretary shall, within seven (7) days of receiving such notification from the Nominating Committee, prepare and mail ballots to the members.

3. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

4. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board of the Developer. Upon receipt of such ballots members may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

5. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

6. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

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MENSHON, BARRYER, JOHNSON, DUNRODY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. The Board of Directors shall have power:

- To call meetings ~~of~~ the members.
- B. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
- C. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
- D. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.
- E. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
- F. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to members in the Declaration of Covenants and Restrictions for Paseos or the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

- A. To cause to be kept a complete record of all its acts and corporate affairs.
- B. To supervise all officers, agents and employees of this Association and see that their duties are properly performed.
- C. With reference to assessments of the Association:
 - (1) To fix the amount of the Assessment against each member for each assessment period at least thirty (30) days in advance of such date or period.
 - (2) To prepare a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any member; and
 - (3) To send written notice of each assessment to every member subject thereto.

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D. To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

E. Notwithstanding any provision to the contrary contained in the Covenants and Restrictions for Paseos, the Articles of Incorporation of the Association, or herein, the Board of Directors may cooperate with the Via Verde Homeowners Association, Inc., and/or with any other association or entity of which all Owners of Lots in Paseos are members and which has the power and authority to levy and enforce maintenance assessments against Lots, and the Owners thereof, in Paseos, in the collection of assessments. The assessments levied by, and payable to, the Association may be collected for and remitted to the Association by such other association(s) as the Board of Directors may in its discretion deem expedient and appropriate.

VII. DIRECTORS AND MEETINGS

The annual meeting of the Association shall be held on December 3, at 4:30 P.M. at the principal office of the Association, unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

2. Notice of such meetings are hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

3. Special meetings of the Board of Directors shall be held when called by the President or Vice President of the Association or by any (3) Directors after not less than three (3) days notice to each Director.

4. The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

VIII. OFFICERS

1. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined by the Board, in accordance with the Articles of Incorporation, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

2. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New

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offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

3. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

4. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

5. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all note, checks, leases, mortgages, deeds and all other written instruments.

6. The Vice President or the Vice President so designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

7. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

8. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

9. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books be made by a certified public accountant at the completion of each fiscal year. He or his appointed agent shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

10. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

IX COMMITTEES

1. The standing committees of the Association shall be:

The Nominating Committee
The Maintenance Committee
The Architectural Review Board (the "ARB")

Each committee, other than ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors.

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The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in the By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property in Paseos, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

4. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration of Covenants and Restrictions for Paseos. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

5. The Maintenance Committee and other committees appointed and so empowered by the Board of Directors (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any of its powers, duties and functions.

6. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association which is further concerned with the matter presented.

X BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any member.

XI SEAL

The Association shall have a seal in circular form having within its circumference the words: Paseos Homeowners Association, Inc., a corporation not for profit, 1975.

XII AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent.

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MERSON, SAWYER, JOHNSTON, DUNROD & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

CERTIFICATE

The foregoing were adopted as the By-Laws of Paseos Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, on

Joan C. Stynes
Secretary

Alan J. Brown
President

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MENSHON, SAWYER, JOHNSTON, DUNWOODY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

EXHIBIT C

ARCHITECTURAL PLANNING CRITERIA

WHEREAS, The Declaration of Covenants and Restrictions for Paseos as recorded in Official Records Book , at Pages through , of the Public Records of Palm Beach County, Florida, provides that Arvida Corporation (the "Developer"), a Delaware corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Paseos provides that the Board of Directors of Paseos Homeowners Association, Inc. (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Paseos, which criteria are to be set forth in writing and made known to all owners and prospective owners in Paseos.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, and Restrictions for Paseos, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. Application and Definitions. The following words and/or terms, as used in these Architectural Planning Criteria, shall have the following meanings:

A. "North Paseos" shall mean and refer to Blocks I through 5, both inclusive, and Parcels H through T, both inclusive of Paseos, according to the record plat thereof.

B. "South Paseos" shall mean and refer to Blocks 6 through 8, both inclusive, and Parcels A through G, both inclusive of Paseos, according to the record plat thereof.

These Architectural Planning Criteria shall apply uniformly throughout Paseos except as otherwise specifically indicated.

2. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot in North Paseos other than one detached single-family dwelling containing not less than fifteen hundred (1,500) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and car ports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage for carport if approved for not less than two (2) nor more than four (4) cars. No building shall be erected, altered, paced or permitted to remain on any

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MEMPHIS, BARBER, JOHNSTON, DUNNADY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

Lot in South Paseos other than one detached single-family dwelling containing not less than eighteen hundred (1,800) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport, if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

3. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

4. Exterior Color Plan. The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the natural color scheme of and for Paseos.

5. Roofs. Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of a building, provided that, the ARB shall have discretion to approve such roofs on part of the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

6. Garages. In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30) feet for a three-car garage, or forty (40) feet for a four-car garage; measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. Garage doors shall be operated by an electric door opener. No carports will be permitted unless approved by the ARB.

7. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired at the Lot owner's expense in a neat and orderly fashion acceptable to the ARB.

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MERRISON, SAWYER, JOHNSTON, DUNWOODY & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

8. Dwelling Quality. The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except for the following:

- A. The exclusive sales agent for the original builder of a single-family residence on any Lot(s) may place one professional sign advertising the property for sale.
- B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

10. Games and Play Structures. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

11. Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

12. Landscaping. A basic landscaping plan for each Lot must be submitted to and approved by the ARB. For each Lot in North Paseos, the landscape plan shall include a minimum expenditure of \$500.00 at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs or seed. For each Lot in South Paseos, the landscape plan shall include a minimum expenditure of \$1,500.00, at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs and seed. All Lots in South Paseos are required to have installed a standard underground sprinkler system which irrigates and maintains the entire Lot, including the portion of the Lot between the street pavement and the right-of-way line and/or the sidewalk. Sod shall be required in the front and side yards. Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

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MENSHON, BAYREN, JOHNSTON, DUNWOODY & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

13. Swimming Pools and Tennis Courts. Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

14. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary container and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.

15. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that any Lot may be used by Developer as a sales office during the development of Paseos, or other developments by Developer in the same area.

16. Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

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MENSHON, SAWYER, JOHNSTON, GUILMODY & COLE, 1600 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

17. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

18. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

19. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

20. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

21. ARB Reports. The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

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MELNISON, LAWYER, JOHNSTON, DUNWOODY & COLE, 1800 FIRST NATIONAL BANK BUILDING, MIAMI, FLORIDA

Record Verified
Paula Bench County, Fla.
John B. Ficklin
Clerk Circuit Court

TERMINATION OF DEVELOPER'S RESERVATION FOR
TELECOMMUNICATION SYSTEM IN ARTICLE X OF
THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
PASEOS AS RECORDED IN OFFICIAL RECORD BOOK 2572
PAGES 207 THROUGH 239, INCLUSIVE, OF THE PUBLIC RECORDS OF
PALM BEACH COUNTY, FLORIDA

WHEREAS, Developer, ARVIDA CORPORATION, a Delaware corporation authorized to transact business in the State of Florida, reserved, pursuant to Article X of the Declaration of Covenants and Restrictions for Paseos (the "Declaration"), as recorded in Official Record Book 2572, at Pages 207 through 239, inclusive, of the Public Records of Palm Beach County, Florida, a perpetual and exclusive right, privilege, easement and right of way, to construct, install and maintain over, across and upon the Common Area and elsewhere in Paseos, a Master Telecommunications Receiving and Distribution System (the "MATV"); and

WHEREAS, Arvida Corporation no longer wishes to retain such rights as defined in Article X of the Declaration.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Arvida Corporation, on this 17th day of April, 1979, does hereby terminate and forever relinquish all rights it holds in and to such MATV system as defined in Article X of the Declaration and from this date forward, the rights of any party as to such MATV system shall be as if such reservation by Arvida Corporation were never reserved.

IN WITNESS whereof, Arvida Corporation has caused this Termination of Developer's Reservations to be executed this 17th day of April, 1979.

ARVIDA CORPORATION

By [Signature]
Executive Vice President

Attest [Signature]
Assistant Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH : SS.

The foregoing Termination of Developer's Reservation was acknowledged before me this 17th day of April, 1979, by Richard W. Miller and Joan C. Styers, as Executive Vice President and Assistant Secretary, respectively, of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 13 1982
BONDED THRU GENERAL INS. UNDERWRITERS

This Instrument was prepared by:
Jeri Poller, Esq.
Arvida Corporation
292 S. Federal Highway
Boca Raton, Florida
33432

OFF REC 3050 PG 1503

[Signature]
JOSEPH D. RYAN
20882 SONRISA WAY
BOCA RATON, FLA. 33433

Will Case #19
Return to: Gold Coast Title
75 S. E. 3rd Street
Boca Raton, Florida 33432

0263W/11/22/85

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 18th day of December, 19 85, by and between ARVIDA CORPORATION, a Delaware corporation authorized to transact business in the State of Florida, whose mailing address is Post Office Box 100, Boca Raton, Florida 33432 (the "Grantor") and PASEOS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, whose mailing address is 9104 - Northway Second St. Deerfield Beach, FL 33441 (the "Grantee"):

WITNESSETH THAT

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) and other good and valuable considerations, to it in hand paid, receipt is hereby acknowledged, does hereby remise, release and quit claim unto Grantee, forever, all the right, title, interest, claim and demand which said Grantor has in and to the following described land, lying and being in the County of Palm Beach, State of Florida, to-wit:

All of the Plat of Los Paseos of Via Verde - P.U.D., according to the Plat thereof as recorded in Plat Book 31, Pages 198 and 199, of the Public Records of Palm Beach County, Florida.

SAVING AND RESERVING unto Grantor, its successors and assigns, any interest of Grantor in easements, restrictive covenants, mortgages and any other interest in real property other than fee title.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of said Grantee, forever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its undersigned, the day and year first above written.

ARVIDA CORPORATION

(Seal)

By Jeri Poller
Vice President-Real Estate Counsel

Attest Featherly
Assistant Secretary

Documentary Tax Pd. 50
Intangible Tax Pd.
Clerk, Palm Beach County, Florida

THIS INSTRUMENT PREPARED BY
JERI POLLER, ESQUIRE
ARVIDA CORPORATION
P.O. BOX 100
5550 GLADES ROAD
BOCA RATON, FLORIDA 33432

STATE OF FLORIDA

:
SS.
:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th
day of December, 1985, by Jeri Poller
and Beatrice S. Williams, as Vice President - Real Estate Council
and Assistant Secretary, respectively, of Arvida Corporation, a
Delaware corporation, on behalf of the corporation.

Linda Canale Ziegler
Notary Public
State of Florida at Large
My Commission Expires: _____



RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. OSWALD
CLERK CIRCUIT COURT

84863 P0918



This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
350 Camino Gardens Blvd., Suite 202
Boca Raton, FL 33432

CFN 20150015071
CIR BK 27277 PG 0967
RECORDED 01/14/2015 16:39:12
Palm Beach County, Florida
Sharon R. Rock, CLERK & COMPTROLLER
Pgs 0967 - 969; (3pgs)

**AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
PASEOS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 5 day of November, 2014, by PASEOS HOMEOWNERS ASSOCIATION, INC., ("PASEOS") pursuant to the Declaration of Covenants and Restrictions recorded on August 16, 1976 in Official Record Book 2572, Page 207, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XI, Section 4 of the Declaration of Covenants and Restrictions ("Declaration") for PASEOS authorizes the Declarant to amend the Declaration upon the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for PASEOS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VIII of the Declaration by adding Section 13 as follows: *(additions indicated by underline, deletions indicated by strikethrough)*

"Section 13. Leasing Restrictions. To avoid the transient environment that results when units are purchased for investment and leasing, and in order to secure a community of congenial residents and thus protect the value of the homes in the community, a unit may not be leased until an Owner has held title for a minimum of one (1) year. Without the prior written consent of the Association, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the Unit or any part thereof.

All leases of a unit must be in writing to a specific person or persons or single families, and shall be subject to the Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. For purposes of this Section and the approvals herein required, any person(s) occupying a unit in the absence of the unit owner, or in the absence of an approved occupant or tenant, shall be deemed occupying the unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a unit owner may from time to time permit guests to occupy his unit in his absence and

without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the Association.

All prospective lessees shall make application to the Association and pay an application fee to defray costs in the amount of \$100.00 (or such greater amount as may be allowed by law) prior to the commencement of any lease term. The applicant shall provide the Association with all information requested by the Association, sign a release for a background check, and may be required to submit to an interview by the Board of Directors or its designated representatives. All prospective tenants shall be approved or denied within thirty (30) days of receipt of the application. After approval by the Association, as herein required, entire units but not less than entire units may be leased, provided occupancy is only by the lessee and his family and guests. No more than two (2) unrelated people shall be permitted to reside in a unit. Leasing of a unit shall be limited to one lease during any twelve-month period. All leases will be one year in duration. No lease shall be for a period of more than one (1) year. No residence may be subject to more than one lease in any twelve-month period. For purposes of determining when the lease period begins, the first day the lessee occupies the Unit pursuant to a particular lease shall be the first day of the twelve (12) month period.

All occupants are limited to two persons per room; a room is defined as a bedroom having windows, but not including a family room, media room, living room, or other designated room as provided on the original plans of the Unit.

Actions for damages, injunctive relief, eviction or removal of a lessee or guest for failure to comply with the Association documents may be brought by the Association against any lessee or guest after first giving the owner written notice of the problem and an opportunity to cure. An owner shall be responsible to inform his/her lessees and guests of the terms and provisions of the Association documents. An owner shall be jointly and severally liable for all acts or omissions of his/her lessees and guests and for all damages, costs, expenses and injuries caused by his/her lessees or guests resulting from the occupancy of the Unit by his/her lessees and guests. In the event a lessee or guest shall cause any damage or injury, or violate the terms and provisions of the Association documents, after first giving the owner written notice of the problem and an opportunity to cure, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant and/or guest pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the owner and/or the lessee and/or guest, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner or lessee or guest.

Further, any lease that has commenced prior to the effective date shall not be subject to this Section 13.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for PASEOS shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for PASEOS to be executed by the duly authorized officer, this 5 day of November, 2014.

WITNESSES:

PASEOS HOMEOWNERS
ASSOCIATION, INC.

Sindi Bass
WITNESS
Sindi Bass
(Print name)

BY: [Signature]
REX SIMS
(Print Name and Title)

Drew Garrett
WITNESS
Drew Garrett
(Print name)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 5 day of November, 2014, by Rex Sims, President of Paseos Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 5 day of November, 2014.



APRIL M. SHARP
MY COMMISSION # EE 109168
EXPIRES: July 5, 2015
Bonded Thru Budget Notary Services

[Signature] APRIL M. SHARP
Notary Public
My commission expires: July 5, 2015

RESOLUTION OF
PASEOS HOMEOWNERS ASSOCIATION, INC.

The Board of Directors of the PASEOS HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), held a meeting on August 5, 2024, at 6:00 pm wherein the following was ratified:

1. Any owner wishing to install any hurricane protection must apply to the Association with such information as the Association may from time to time require.
2. Any hurricane protection must comply with current building codes. Any hurricane protection is approved contingent upon the hurricane protection continuing to be compliant with current building codes.
3. The hurricane protection must adhere to and be in conformance with the external appearance of the structure and the Association in general.
4. Any modification to §720.3035(6), Florida Statutes, shall be automatically incorporated into this resolution.

DATED: 8/5/2024

PASEOS HOMEOWNERS ASSOCIATION, INC.

ATTEST:



Sean Goodrum, Secretary

By: 

Michael Bowman, President