

# DECLARATION OF COVENANTS AND RESTRICTIONS OF PARKWOOD V

Relating to

All of PARKWOOD V, according to the Plat thereof as recorded in Plat Book 140, Page 6 of the Public Records of Broward County, Florida.

Said lands lying and being in Broward County, Florida.

AMREX REALTY, INC., a Florida corporation, the owner of all of the foregoing described lands, does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

## ARTICLE 1

### DEFINITIONS

As used in this Declaration of Covenants and Restrictions, the following words have the following meanings:

- a. ASSOCIATION means PARKWOOD V HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, not for profit to be formed, its successors or assigns, operating under the laws of Florida Statute Chapter 720, as amended from time to time.
- b. BOARD means the Board of Directors of the ASSOCIATION.
- (c) BUILDING means a single-family residence containing a single-family unit.
- (d) DEVELOPER means AMREX REALTY, INC., a Florida corporation, its successors and assigns.

(e) INSTITUTIONAL LENDER means the holder of a first mortgage encumbering a LOT, which holder in the ordinary course of business makes, purchases, guarantees or insures residential mortgage loans, whether construction or permanent, and which holder is not the OWNER of the LOT and is not owned or controlled by the OWNER. An INSTITUTIONAL LENDER may include, but is not limited to a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund or profit sharing plan, mortgage company, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender or any FHA, FNMA, GNMA or VA approved mortgage lending institution. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DECLARANT whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

(f) LOT means a lot, as shown on the site plan of PARKWOOD V, as prepared by Ralph Denuzzio and Associates, Inc.

(g) IMPROVED LOT means a LOT upon which there has been constructed a single-family residence for which a valid Certificate of Occupancy has been issued by applicable governmental authority.

(h) OWNER means the holder or holders of the fee title to a LOT as herein defined.

(i) PERSON means a person, firm, association or corporation.

(j) COMMON AREAS mean those areas not included within an IMPROVED LOT as specifically defined in Paragraph (g) herein above.

(k) SUBDIVISION means the following described lands. PARKWOOD V according to the Plat thereof as recorded in Plat Book 140, Page 6 of the Public Records of Broward County, Florida.

(l) COMMON EXPENSES means all expenses and assessments which are properly incurred by the ASSOCIATION for the care, operation and maintenance of the SUBDIVISION.

(m) The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- a. Each OWNER shall automatically become a member of the ASSOCIATION, and each LOT shall be entitled to one vote to be cast through the OWNER. However, pursuant to Florida Statutes 720, as amended from time to time, the ASSOCIATION may suspend the voting rights of a LOT for nonpayment of any fee, fines or other monetary obligation due to the ASSOCIATION, that is more than 90 days delinquent.

The suspension shall end upon receipt of payment in full. When more than one person holds an interest in the LOT the vote of such LOT shall be that OWNER designated by a certificate filed with the ASSOCIATION and signed by all persons owning an interest in said LOT. Membership shall be appurtenant to and may not be separated from the ownership of the unit.

(b) Covenants for Assessments

1. Membership Fees. Each member by accepting title to a LOT in the SUBDIVISION (including such owner or owners of LOTS permitted to be constructed in the SUBDIVISION as aforesaid), whether or not it shall be expressed in such instruments agrees to pay the ASSOCIATION membership assessments or memcement of the provisions of this DECLARATION OF RESTRICTIONS. As partial consideration for the DEVELOPER performing its obligations herein the DEVELOPER shall not be required to pay membership fees and assessments for each membership owned whether by reason of ownership of an IMPROVED LOT actually in existence or by reason of ownership of allowable LOTS within the SUBDIVISION.
- a. ASSOCIATION shall have, among its powers, the right to levy annual or monthly maintenance fees, as determined by the BOARD to provide for the maintenance, construction, reconstruction and repair of the COMMON AREAS to be provided and to provide for the proper enforcement of this DECLARATION OF RESTRICTIONS, as may be deemed by the BOARD to be in the best interest of the members or as may be required by this DECLARATION OF RESTRICTIONS.
- b. Lien in favor of the ASSOCIATION. The ASSOCIATION shall have a lien on each IMPROVED LOT in the SUBDIVISION for any assessment made by the ASSOCIATION for the purpose of permitting the ASSOCIATION to perform the several services and obligations conferred upon it under this DECLARATION. Said lien shall attach and be effective from and after the time of recording in the Public Records of Broward County, Florida, of a claim of Lien stating the legal description of the IMPROVED LOT, the name of the record OWNER, the amount due and date when due. The lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at highest rate allowed by Florida law per annum from the date of recording until paid. Except for interest, such claims shall include only unpaid assessments which are due and payable to the ASSOCIATION when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in enforcing and perfecting such lien, including a reasonable attorney's fee. Upon full payment the OWNER shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by an INSTITUTIONAL LENDER recorded prior to the

time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure, or Certificate of Title shall operate to release a subordinate claim of lien. Such lien may be foreclosed by suit brought in the name of the DEVELOPER, its successor and/or assigns or the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the UNIT OWNER shall be required to pay a reasonable rental for the UNIT and the ASSOCIATION shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

### ARTICLE III

#### USE RESTRICTIONS

Section 1. Zoning: All of the LOTS in the SUBDIVISION subject to the provisions hereof shall be used only for the purposes as are permitted under the zoning classification of the governmental body having jurisdiction as of the date hereof.

Section 2. Commercial Building: No commercial building shall be erected, nor shall any building be used for any commercial purposes on any LOT, provided, however, that construction structure may be placed on a LOT by the DEVELOPER and remain there temporarily during the course of active construction of a Building, and provided further that no other portable or temporary buildings may be placed on any LOT.

Section 3. Leases: No OWNER shall lease his IMPROVED LOT, or any portion thereof, without the prior approval of the ASSOCIATION. Said approval shall not be unreasonably withheld. Under no circumstances shall the IMPROVED LOT, or any portion thereof, be leased for a period of less than six (6) months.

Section 4. No Trade, Business or Professions, etc.: No trade, business, professional or any other type of commercial activity including day care centers shall be carried on upon any of the LOTS; however, notwithstanding this restriction, the DEVELOPER and its assigns shall not be prohibited from operating sales models or trailers or offices on the LOTS.

### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

For the purpose of insuring the development of the SUBDIVISION as a residential area of high

standards, the DEVELOPER, until an Architectural Control Committee has been designated by the Board of Directors of the ASSOCIATION, shall exercise architectural control over additional changes to buildings, structures and other improvements placed on the LOTS. The OWNERS of each and every LOT, except DEVELOPER, by acceptance of title thereto or by taking possession thereof, covenant and agree that no building, wall, structure or other improvements shall be placed upon such LOT unless and until the plans and specifications therefore and the plot plan have been approved, in writing, and by the DEVELOPER or a majority of such control committee, if established. Each such building, wall, structure or other improvements shall be placed upon said LOT only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans and specifications by the DEVELOPER or such committee may be based on any reasonable discretion including purely aesthetic grounds, which, in the sole discretion of the DEVELOPER or such committee, shall be sufficient pursuant to standards established by the DEVELOPER. No alterations in the exterior appearance of the BUILDINGS or other structures shall be made without like approval. Said approval shall not be unreasonably withheld. Plans for such approval shall be submitted to the DEVELOPER or the committee at the DEVELOPER'S office in Broward County, Florida, unless DEVELOPER or the Committee shall establish a different place to submit such plans. In the event DEVELOPER or said Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted to them or if no suit to enjoin the constructions, addition, alteration, or change has been commenced prior to the completion thereof, approval will not be required and this provision shall be deemed to have been fully complied with.

It is intended that the architectural control committee shall have the right to control all architectural and visual aspects of any improvements constructed in the SUBDIVISION, including, without limitation, height, site planning, setback requirements, open space, exterior design, window tinting, outside window treatments, house colours, landscaping, including the right to establish minimum landscaping criteria for each LOT provided that the same shall be applied equitably and without discrimination. It is the purpose of these restrictions that the entire area of which the subject lands are a part may be developed as a planned high quality residential community with each area thereof complementing the others and forming a homogeneous whole.

## ARTICLE V

### PARKING, TRASH, CLOTHESPOLES, ANTENNAE, HURRICANE OR STORM SHUTTERS, SOLAR PANELS, SWIMMING POOLS, AND GARAGE DOORS

- a. No clothesline or other clothes drying facility be permitted, which is located outside of the dwelling unit.

- b. No sign of any nature whatsoever shall be erected or displayed upon any of the LOTS, except where express prior written approval of the size, shape, content and location thereof has been obtained from the ASSOCIATION, which approval may be arbitrarily withheld; providing, however, that the DEVELOPER shall have the right to place such signs upon the LOTS and IMPROVED LOTS as DEVELOPER deems necessary and proper in its sole discretion in connection with the sale by DEVELOPER of LOTS and IMPROVED LOTS within the SUBDIVISION, including resales of the same. For Sale signs not larger than 6" X 10" may be displayed from within the UNIT.
- c. No exterior radio, television, other electronic antenna, aerial or satellite dish may be erected or maintained anywhere upon any of the foregoing described lands
- d. No front yard fences, other than those erected by the DEVELOPER, shall be permitted anywhere within the SUBDIVISION. Waterfront UNITS and interior corner UNITS may construct only ~~eyelone-type~~ fencing upon obtaining the prior approval of the ASSOCIATION and the appropriate governmental authority. Shrubbery must be planted along the inside of fencing located along the side lot lines of waterfront UNITS. No fences shall be constructed upon any lot within the SUBDIVISION without the prior approval of the ASSOCIATION and the approval of the appropriate governmental authority. Any fencing constructed in violation of this Paragraph (d) herein above maybe removed by the ASSOCIATION. The entry onto the property to remove the violation by the ASSOCIATION or its agents shall not be deemed a trespass and the ASSOCIATION shall bear no liability to the UNIT therefor. The expense of said removal shall be paid by the OWNER. In the event the OWNER shall fail to pay said expense the ASSOCIATION shall have the right to cause a lien to be placed against the UNIT in the same manner as is provided for in Article II herein above.
- e. All garbage and trash must be placed in closed containers and maintained and so constructed as to render the contents thereof hidden from view from adjoining properties. No garbage or trash shall be placed anywhere except in containers as aforesaid. No garbage or trash may be put out for pick-up more than twelve (12) hours prior to said pick-up.
- f. The parking or storage of automobiles and other motor vehicles except upon designated paved areas is prohibited.
- g. The parking or storage of boats and boat trailers, campers, trailers, commercial vehicles or other recreational vehicles (that is vehicles designed and constructed primarily for recreational use) upon any lands in the SUBDIVISION is prohibited except in spaces expressly provided for same or as may be approved in writing in advance by the BOARD or DEVELOPER.

- h. Only vehicles (non-commercial) bearing current license and registration tags and inspection certificate, as required pursuant to State law and which are operable without assistance shall be permitted to be parked or stored on any lands within the SUBDIVISION.
- i. The overnight parking or storage of trucks or commercial vehicles in excess of on-half ton rated capacity is prohibited.
- j. No hurricane and storm shutters shall be installed unless the same be of a type approved by the BOARD or DEVELOPER.
- k. Guests of any OWNER and any OWNERS shall not park on the swale in front of any LOT of any OWNER. Parking shall be only in designated area as provided in the ASSOCIATION.
- l. All swimming pools constructed on a LOT must be screened in or fenced in with a type of screening or fencing approved by the ASSOCIATION or DEVELOPER. No above ground pools shall be permitted to be constructed on any LOT. Any pools permitted to be constructed upon LOTS 88-90, 92-94, 106-109 and 111-123 shall be constructed so that the deck area of pool is no closer than eight (8) feet from the water line. This provision shall not be waived or amended by the ASSOCIATION after the DEVELOPER no longer owns any LOTS in the SUBDIVISION.
- m. No sheds or other means of outside storage may be constructed upon any LOT.
- n. Only central air conditioning is permitted to be installed in any IMPROVED LOT. No window, wall, portable or other individual air conditioning unit is permitted to be installed.
- o. Motorcycles are not permitted, except with the prior written consent of the ASSOCIATION which may be equipped with appropriate noise muffling equipment so that the operation of same does not create an annoyance to the residents of the SUBDIVISION.
- p. No garage sales are permitted without prior written consent of the ASSOCIATION. Said consent may be arbitrarily withheld. In any event no UNIT OWNER may hold more than one sale per year not to exceed 48 hours in duration.
- q. No modifications to garage doors may be made without the prior written consent of the ASSOCIATION. Said consent may be arbitrarily withheld.

- r. In addition to any other remedies available to the ASSOCIATION for the violation of the foregoing use restriction the ASSOCIATION shall impose a monetary fine in the amount of fifty (\$50.00) per day for each day the violation shall continue. Failure to pay said fine shall result in a lien in favor of the ASSOCIATION against the IMPROVED LOT of the violating UNIT OWNER in the same manner as Article II herein above.

## ARTICLE VI

### LIVESTOCK, POULTRY AND ANIMALS

No animals, livestock or poultry of any kinds shall be raised, bred or kept on any IMPROVED LOT, except that no more than two (2) dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to anyone in the SUBDIVISION. Dogs must be kept on a leash when outside of the residence. Any OWNER shall be required to immediately pick up any animal waste deposited by his or her pet on any portion of the SUBDIVISION. No pets may be left outside at night between the hours of 9:30 p.m. and 6:30 am. The ASSOCIATION may require any pet to be immediately and permanently removed from the SUBDIVISION due to a violation of these rules.

## ARTICLE VII

### PROPERTY RIGHTS

- a. OWNER'S Rights: Every member of the ASSOCIATION shall have the right of enjoyment in and to the COMMON AREAS and any and all improvements thereon subject to the rules established by the ASSOCIATION. The DEVELOPER shall retain legal title to the COMMON AREAS for the development period, but in no event later than December 31, 1992 when, if the DEVELOPER has not previously done so, it shall convey the COMMON AREA to the ASSOCIATION free and clear of all liens and encumbrances, except taxes for the year of conveyance and reservations, restrictions, covenants and easements of record, including those contained in this DECLARATION.
- b. DEVELOPER'S Rights: It is acknowledged that the performance by the ASSOCIATION of its duties hereunder, and the exercise of its right is for the benefit of the OWNERS of the LOTS subject to these restrictions, as well as for the benefit of the DEVELOPER. Accordingly, if the ASSOCIATION shall fail or refuse to fulfill its obligations hereunder, or to exercise its rights, DEVELOPER, in its name or in the name of the ASSOCIATION, shall have the right, but not the obligation, to perform



any of the ASSOCIATION'S duties and to exercise any of the performance of such duties and DEVELOPER shall not be liable in any way for exercising any rights under this section.

c. EASEMENTS:

1. Each of the following easements are hereby created in favor of the ASSOCIATION which shall run with the land, and notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.
2. Utilities: Easements as may be required for the installation, maintenance, repair and providing of utility services, equipment and fixtures in order to adequately serve the SUBDIVISION or any LOT, including, but not limited to, electricity, telephone, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security are granted in favor of the ASSOCIATION. However, easements affecting any LOT which serve any other portion of the SUBDIVISION shall be underground, across easement lines reflected on Plat of PARKWOOD V, and shall only be for utility services actually constructed, or reconstructed, and for the maintenance thereof, unless otherwise approved in writing by the OWNER of the LOT. An OWNER shall do nothing on his LOT which interferes with or impairs the utility services using these easements. The DEVELOPER or its designee shall have a right of access to each LOT to inspect, maintain, repair or replace the utility service facilities contained under the LOT and to remove any improvements interfering with or impairing the utility services or easements therein reserved; provided such right of access shall not unreasonably interfere with the OWNER'S permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.
3. Perpetual Nonexclusive Easement in Common Areas. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all OWNERS and residents of the SUBDIVISION, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended according to the rules established by the ASSOCIATION.
4. Service of Easements. Easement across lines as reflected by the Plat of PARKWOOD V in favor of governmental and quasi-governmental authorities, utility companies,

cable television companies, ambulance or emergency vehicle companies, and from time to time with the SUBDIVISION, and over, under, on and across the COMMON AREAS, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the SUBDIVISION and the OWNERS.

5. Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the COMMON AREAS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the OWNERS and the residents of the SUBDIVISION, and their guests and invitees.
6. Easements in favor of the ASSOCIATION for drainage across LOTS and across COMMON AREAS.
7. Additional Easements. DEVELOPER (so long as it owns any LOTS and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to grant and declare additional easements over, upon, under and/or across the LOTS and COMMON AREAS in favor of the OWNERS and residents of the SUBDIVISION and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the SUBDIVISION, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. No joinder of any OWNER or any mortgage of any LOT shall be required. To the extent required, all OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.
8. Easements and Restrictions of Record. The SUBJECT PROPERTY is subject to restrictions, reservations and easements which have been placed of record prior to the recording of this DECLARATION. The easement dedicated as public roadway is described in Exhibit "B" attached hereto and made apart hereof.

## ARTICLE VIII

### MAINTENANCE

#### 1. Responsibility of ASSOCIATION:

- a. The ASSOCIATION shall have the responsibility for maintaining and operating the

**COMMON AREAS.** The COMMON AREAS include but are not limited to the interior roadways, the swales along the interior roadways, excluding those in front of each LOT, all drainage easements, surface water management system, the dry retention area, the common parking areas, if any, located within the SUBDIVISION, the entry/exit roadway, the sidewalks in front of the LOTS, any walls or berms constructed along the perimeter of the SUBDIVISION, the lake, the wetland conservation area, lighting of the COMMON AREAS and sprinkler systems for the COMMON AREAS herein. Maintenance and operation within the meaning of this sub-paragraph shall include mowing, irrigating, trimming, edging, fertilizing, cleaning, paving and spraying. The ASSOCIATION may do such other things and take such other actions as may reasonably be necessary to promote the health, safety, and welfare of its members.

- b. **Surface Water Management:** The surface water management systems, located on the COMMON AREAS for the SUBJECT PROPERTY shall be installed, perpetually operated and maintained by the ASSOCIATION in accordance with all permits and approvals issued by any controlling governmental authority. Furthermore, the surface water management system shall not be interfered with, changed, altered, except pursuant to permits and with the prior approval issued by the controlling governmental authority.
- c. **Utility Service:** The ASSOCIATION shall maintain all utility services not owned by any governmental authority or utility company, except for utility services located within any LOT, which serve only the LOT.
- d. **Other Property:** The ASSOCIATION shall have the right to maintain such other areas within the SUBDIVISION as the BOARD determines from time to time is in the best interest of the OWNERS, and the cost of any such maintenance shall be a COMMON EXPENSE.
- e. **Wetland Conservation Area:** The conservation areas are hereby declared COMMON AREAS, they shall be the perpetual responsibility of the ASSOCIATION and may in no way be altered from their natural state. Activities prohibited within the conservation areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation – with the exception of exotic vegetation removal; excavation, dredging, or removal of soil materials; hiking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

#### 1. RESPONSIBILITY OF LOT OWNER:

- a. **Exterior Building Maintenance:** The OWNER shall maintain the exterior of all BUILDINGS. Such maintenance shall include the maintenance, re-shingling of the roof,

repainting of roofs, fascia boards, exterior walls, shutters, trim and eaves.

- b. **Planting and Maintenance of Shrubbery and Landscaping:** The LOT OWNER shall maintain and replace when necessary all shrubbery, lawn, swale and landscaping on or in front of his LOT including spraying, fertilizing, mowing, edging, trimming and irrigating. In the event the OWNER shall fail to maintain the foregoing or that same are damaged as a result of the OWNER'S use and/or neglect, then, the ASSOCIATION shall have the right to take any and all measures as may be necessary to return the grounds to a properly maintained condition. The OWNER shall be liable to the ASSOCIATION for the full reasonable costs of all required repair and replacement of sod, grass or other landscaping (as the same shall be determined from time to time by the ASSOCIATION in its sole discretion). In this latter regard, the ASSOCIATION shall be governed by the principle that all lawns, landscaping and swale shall be fully maintained free from unsightly bald spots and dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood. Further, in the event the OWNER shall fail to pay the ASSOCIATION, then the ASSOCIATION shall have the right to record a lien against the subject property and enforce same as provided for in this DECLARATION. The OWNER shall have the responsibility for the care and maintenance of his private driveway so that the driveway is kept free from excessive oil and grease stains and deposits.
- c. **Negligence:** An OWNER shall be liable and shall be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by the use, misuse, occupancy or abandonment of a LOT or IMPROVED LOT, or the COMMON AREAS.
- d. **Responsibility of an OWNER for Occupants, Tenants, Guests and Invitees:** Each OWNER shall be responsible for, indemnify and hold the ASSOCIATION harmless for any and all acts and omissions, whether negligent or willful, of any person residing in his IMPROVED LOT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BY-LAWS, by any resident of any IMPROVED LOT, any guest or invitee of an OWNER or any resident of an IMPROVED LOT, shall be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.
- e. **Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees:** With respect to

any person present in any IMPROVED LOT or any portion of the SUBDIVISION, other than an OWNER and the members of his immediate family permanently residing with him in the IMPROVED LOT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BY-LAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBDIVISION, or shall willfully damage or destroy any COMMON AREA or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION, such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorney's fees, may be assessed against such person as was present on the SUBJECT PROPERTY and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by an OWNER or a member of his immediate family residing with him in the IMPROVED LOT.

## ARTICLE IX

### NUISANCES AND REMOVAL THEREOF

All IMPROVED LOTS and the COMMON AREAS shall be kept free from nuisances, noxious conditions and in a clean and tidy condition and free of conditions offensive to the eye and/or ear or permitting foul or obnoxious odors, and all structures and improvements built on such IMPROVED LOTS, including the COMMON AREA and appurtenances thereto, shall be kept in good condition, repair and appearance by the OWNERS of each IMPROVED LOT and by the ASSOCIATION for the COMMON AREAS. No IMPROVED LOT shall be used in such manner as to cause noise which will disturb the peace, quiet, comfort or serenity of the occupants of surrounding properties and such activity may be enjoined by the DEVELOPER, the ASSOCIATION or the OWNERS of any IMPROVED LOT.

## ARTICLE X

### SETBACK RESTRICTIONS

Subject to the exceptions mentioned herein above, no building or any part thereof, may project beyond the setback lines, as set forth in the prevailing zoning regulations.

## ARTICLE XI

## LAKE RECREATION AREA

- a. There shall be no swimming in the lake located within the SUBDIVISION.
- b. Only non-motorized recreational watercrafts, such as rowboats, canoes, sailboats, and wind surfers, are permitted to be used in the lake by adult OWNERS. Children under the age of 16 must be supervised and accompanied by an adult OWNER.
- c. All waterfront LOTS are permitted to construct docks subject to the initial prior approval of the ASSOCIATION and the prior approval of the appropriate governmental authority. Maintenance of any docks so constructed shall be the sole responsibility of the OWNER.

## ARTICLE XII

### TAXES, INSURANCE, ASSESSMENTS AND LIENS

The OWNER of each IMPROVED LOT is hereby made liable to ASSOCIATION for a pro rata share of the actual cost (including taxes and insurance) of the operation, management, administration of and for the maintenance of the COMMON AREAS and all other expenses of the ASSOCIATION, including but not limited to, the cost of maintaining the COMMON AREAS as described in ARTICLE VIII. The annual budget of the ASSOCIATION shall be prepared by the ASSOCIATION and circulated to the ASSOCIATION members at least thirty (30) days prior to its adoption.

The ASSOCIATION shall be responsible for and pay all real estate taxes and special assessments levied against the COMMON AREAS whether or not DEVELOPER has conveyed said COMMON AREAS to the ASSOCIATION as herein provided.

The ASSOCIATION shall be responsible for and pay for all insurance premiums of any nature that would apply to the COMMON AREAS including (but not limited to windstorm, fire and extended coverage and liability insurance). Prior to the conveyance of the COMMON AREAS by the DEVELOPER to the ASSOCIATION, all such insurance shall be obtained by DEVELOPER for the benefit of DEVELOPER and the ASSOCIATION, but such insurance shall be paid for by the ASSOCIATION, it shall then be the obligation of the ASSOCIATION to maintain and pay for any and all appropriate and required insurance, costs and expenses.

To accomplish any and all of the foregoing, the ASSOCIATION may assess each IMPROVED LOT to the extent of the annual budget for such purposes. The OWNER of any IMPROVED LOT shall be obligated to pay a proportionate share of the cost of the foregoing services and other charges or fees otherwise provided for in the ARTICLES of INCORPORATION and BY- LAWS of the ASSOCIATION, whether or not the obligation to make such payment is specifically expressed in any deed or other conveyance of the title to such IMPROVED LOT.

The setting forth of services to be provided by the ASSOCIATION is merely an expression of the general type of services to be provided and any other cost reasonably incurred by the ASSOCIATION shall be assessed pro rata against the IMPROVED LOT. The method of assessment and creation and enforcement of assessments and liens shall be specifically provided for in the BY-LAWS of the ASSOCIATION; provided, however, that the ASSOCIATION shall have and is hereby given a lien on each IMPROVED LOT for the amount of any unpaid assessment, and interest thereon at the rate of twelve (12%) percent per annum from the date the same is past due until paid, and the said lien may be enforced in the same manner as a mortgage thereon may be foreclosed; provided, further, however, that any lien created pursuant to this DECLARATION OF COVENANTS AND RESTRICTIONS or the BY-LAWS of the ASSOCIATION in the Official Records of Broward County, Florida, making specific references to this DECLARATION OF COVENANTS AND RESTRICTIONS.

The amount of the initial assessment against each IMPROVED LOT described herein shall be determined in accordance with the proposed budget attached hereto as EXHIBIT "A" and made apart hereof. Said assessment in the amount determined as above shall be payable in advance on or before the first day of each month and of each and every month thereafter, which amount is subject to change by the ASSOCIATION from time to time as said ASSOCIATION may deem necessary to carry out its responsibilities and services as set forth herein. The ASSOCIATION shall have the right to impose upon the OWNER a reasonable penalty for late payment of the monthly assessment. The assessment in effect at the time of the conveyance of any IMPROVED LOT from DEVELOPER to a purchaser thereof shall be paid by the purchaser to the ASSOCIATION at the time of closing pro rata for the balance of the month in which closing takes place.

DEVELOPER in partial consideration of its conveying to the ASSOCIATION the COMMON AREAS, shall not be subject to the foregoing assessment for any LOT or IMPROVED LOT owned by DEVELOPER.

Each OWNER agrees to pay to the ASSOCIATION all court costs and reasonable attorney's fees incurred by the ASSOCIATION in enforcing the provisions hereof against such OWNER.

Special assessment for repairs, etc.: In order to assure that the SUBDIVISION will be maintained as a community of high standards, quality and beauty, each owner is required to maintain the exterior of the LOT OWNER'S home and yard area in such a manner so as to prevent the same from falling into a state of disrepair. The maintenance shall include, but not limited to re- shingling of the roof, painting of the roof, fascia boards, and exterior walls, mowing, fertilizing, pruning of all trees and plants, and spraying of lawn and the replacement of dead sod, maintaining pools, and resurfacing driveway. If a property is under lease agreement then the OWNER must ensure all maintenance work is completed or obligate the tenant in the lease to complete all maintenance work. However, the OWNER remains obligated to ensure LOT is properly maintained as required in the governing documents. If, in the opinion of the majority of the ASSOCIATION, the LOT OWNER has failed to maintain the home and lawn as provided herein, the ASSOCIATION is

authorized to contract to have the necessary repairs and/or maintenance done to the home, after mailing to said LOT OWNER a thirty (30) day written notice to the property address or the last known address of the LOT OWNER advising the LOT OWNER of failure to comply with the above provisions. Failure of the LOT OWNER to correct the violations(s) within twenty (20) days of mailing of said notice shall give the DEVELOPER, its successors or assigns or the ASSOCIATION, the right, but not the obligation, to enter upon the premises and correct the violation. The DEVELOPER, its successors or assigns or the ASSOCIATION, shall have the further right to assess the LOT OWNER for the full cost of any services performed pursuant to this paragraph. For the purpose of enforcing the provisions of this section, no entry upon the premises of a LOT by DEVELOPER, the ASSOCIATION or by designated contractors, shall be deemed to be trespass or an invasion of privacy.

### ARTICLE XIII

#### COVENANTS IN FAVOUR OF INSTITUTIONAL LENDERS

In order to induce INSTITUTIONAL LENDERS, as herein defined to make individual mortgage loans upon LOTS, the ASSOCIATION'S right to assess a LOT, or to impress a lien upon a LOT (as provided in ARTICLE XI above), the title to which has been acquired by an INSTITUTION LENDER as a result of foreclosure or deed in lieu of foreclosure, shall be abated with respect to that portion of the assessment relating to the operation and maintenance of the COMMON AREA so long as said INSTITUTIONAL LENDER retains said title. Upon disposal in any manner or a LOT acquired by an INSTITUTIONAL LENDER by foreclosure or deed in lieu of foreclosure, or when such lot is under lease, the ASSOCIATION'S right to make full assessments, including assessments relating to the operation and maintenance of the COMMON AREAS, against such LOTS and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purposes of defraying the cost of any work or services with respect to the operation or maintenance of the COMMON AREAS undertaken by the ASSOCIATION during the period of time or prior to the time title to said LOT was held by an INSTITUTIONAL LENDER) and the ASSOCIATION'S duties and obligations with respect to said LOT shall be restored.

### ARTICLE XIV

#### a. NOTICE TO DEVELOPER OR ASSOCIATION:

Notice to the DEVELOPER or ASSOCIATION or requests for approval of plans, specifications and locations of buildings or signs shall be in writing and delivered or mailed to the DEVELOPER or ASSOCIATION at its principle place of business as shown by the records of the Secretary of State of the State of Florida.

#### (b) NOTICE TO UNIT OWNER:



Notice to any UNIT OWNER of a violation of any of these restrictions shall be in writing and shall be sufficient when delivered or mailed, postage prepaid, to the OWNER at the address shown on the records of the DEVELOPER or ASSOCIATION.

## ARTICLE XV

### CONVEYANCE OF COMMON AREAS

The DEVELOPER shall convey its full right, title and interest in and unto the COMMON AREAS to the ASSOCIATION at the discretion of the DEVELOPER but not later than the 31<sup>st</sup> day of December 1993.

## ARTICLE XVI

### SELECTION AND APPOINTMENT OF INITIAL

#### BOARD OF DIRECTORS

The DEVELOPER hereby reserves the right to select and appoint the members of initial Board of Directors of the ASSOCIATION. The DEVELOPER shall select and appoint the members of the initial Board of Directors on or before the 31<sup>st</sup> day of December, 1992

## ARTICLE XVII

### RESERVE ACCOUNT DEPOSIT

At the time of real estate closing, when a purchaser acquired fee simple title to an IMPROVED LOT and becomes an OWNER, such OWNER shall contribute to the ASSOCIATION \$45.00 for the purpose of initial and non-recurring capital expenses of the ASSOCIATION and for providing initial working capital for the ASSOCIATION.

## ARTICLE XVIII

### NON-LIABILITY OF THE DEVELOPER

The DEVELOPER herein shall not in any way or manner be held liable or responsible for any assessments, fees, costs or expenses or subject to any liens except as herein provided.

## ARTICLE XIX

## GENERAL PROVISIONS

- a. **Duration:** The covenants and restrictions and this DECLARATION shall run with and bind the land, and shall inure to the benefit of and be enforceable by the DEVELOPER or the ASSOCIATION, or any OWNER of any LOTS in the SUBDIVISION, their respective legal representatives, heirs, successors and assigns, for a term of twenty five (25) years, the same shall continue in effect automatically until there shall be recorded among the Official Records of Broward County, Florida an instrument executed by the OWNERS of seventy five (75%) percent of the LOTS canceling and revoking the same. In the event the ASSOCIATION shall be dissolved, as provided for herein, the COMMON AREAS shall be dedicated to the appropriate governmental entity. If said dedication shall be refused then the COMMON AREA shall be conveyed to another non-profit organization with similar purpose.
- b. **Amendment:** The DECLARATION may be amended at any time and from time to time at the discretion of the DEVELOPER prior to the time of the conveyance of the COMMON AREAS to ASSOCIATION. After said conveyance and upon the affirmative vote of approval of OWNERS holding not less than three-fourths (3/4) of the voting interest of the membership, provided that so long as the DEVELOPER is the OWNER of any LOT or any property affected by this DECLARATION or amendment or appoints a Director of the ASSOCIATION, the DEVELOPER'S consent must be obtained. Any such amendment shall be evidenced by an instrument executed by the proper officers of the ASSOCIATION and recorded in the Public Records of Broward County, Florida. No amendment shall affect the lien of any mortgage then encumbering any part of the SUBDIVISION. Any amendment which would effect the surface water management system shall have the prior approval of the South Florida Water Management District.
- c. **ENFORCEMENT:** The DEVELOPER or the ASSOCIATION or any OWNER shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation, or to recover damages, and against the land to enforce any lien created by these COVENANTS. In addition to the foregoing right, the DEVELOPER or the ASSOCIATION, after giving twenty (20) days written notice of any violation to the violating party, said written notice to be effective upon mailing, shall have the right to enter upon any property whenever there shall have been built on such a property, subject to these restrictions, any structure which is in violation thereof, or upon which any violation of these restrictions may exist or be permitted to exist, and summarily abate or remove the same at the expense of the OWNER, and such entry and abatement or removal shall not be deemed a trespass and the cost thereof shall be a lien in favour of the DEVELOPER or the ASSOCIATION, imposed and enforceable as provided herein. The failure by the DEVELOPER or the ASSOCIATION or any OWNER to enforce any COVENANT OR

RESTRICTION herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Additionally, the ASSOCIATION shall also have the right to impose reasonable monetary penalties or fines upon any owners who fail to comply with the terms of this DECLARATION.

- d. IMPROVED LOT to remain so classified: Once a LOT becomes an IMPROVED LOT as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.
- e. Severability: Invalidation of any one or more of these covenants or restrictions by judgment, court order, or Florida law shall in no way affect any other provisions hereof, which shall remain in full force and effect.
- f. Headings: The headings contained herein are for ease of reference only, and do not constitute substantive provisions to this instrument.
- g. Effective Date: This DECLARATION shall become effective upon recordation in the Official Records of Broward County, Florida.

IN WITNESS WHEREOF, AMREX REALTY, INC., has caused this instrument to be executed this 30<sup>th</sup> day of November, 1989.

Signed, sealed and Delivered AMREX REALTY, INC.

In the presence of

By (*Signature on Original Copy*)

(*Illegible Signature on Original*)

JOHN TREMATERRA, President

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, personally appeared JOHN TREMATERRA, to me well known and known to me

to be the individual described in and who executed the foregoing instrument as President of Amrex Realty Inc., a Florida corporation, and that he acknowledged to and before me that he executed such instrument as such President of said corporation and that said instrument is the free act and deed of said corporation

WITNESS my hand and official seal of 30<sup>th</sup> day of November, 1989

NOTARY PUBLIC STATE OF FLORIDA

*(Original signed by Richard D. Fleisher)*

EXHIBIT A

PROPOSED BUDGET – PARKWOOD V HOMEOWNER’S ASSOCIATION, INC. 1990

EXPENSE MONTHLY ANNUALLY

LANDSCAPING \$ 400 \$ 4,800

SPRINKLER PUMP ELECTRICITY 100 1,200

STREET LIGHT ELECTRICITY 250 3,000

REAL ESTATE TAXES 200 2,400

LIABILITY INSURANCE 300 3,600

LAKE MAINTENANCE 50 600

SPRINKLER REPAIR 50 600

ROAD RESERVE 100 1,200

MISCELLANEOUS 764 9,168

TOTALS \$2,214 \$26,568

MONTHLY CHARGE \$ 18

TOTAL INCOME \$2,214 \$26,568

THIS PROPOSED ANNUAL BUDGET IS BASED UPON ESTIMATED FIGURES AND IS  
SUBJECT TO CHANGE.

THE DEVLOPER DOES NOT WARRANT THE ACCURACY OF THE FIGURES  
CONTAINED HEREIN.

EXHIBIT B

LEGAL DESCRIPTION

40 FOOT WIDE PRIVATE ROAD, UTILITY AND DRAINAGE

EASEMENT

TRACT "B", "PARKWOOD V", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 140, PAGE 6, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID LANDS LYING IN THE CITY OF COCONUT CREEK FLORIDA, AND

CONTAINING 182,111 SQUARE FEET (4.1807 ACRES) MORE OR LESS.

***RECORDED IN THE OFFICIAL RECORDS BOOK***

***OF BROWARD COUNTY, FLORIDA***

***L. A. HESTER***

***COUNTY ADMINISTRATOR***

***Khs/Covenants-PWV***