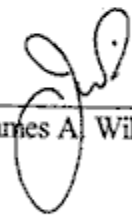


**Indian Creek Phase 10 Homeowners Association, Inc,
P.O. Box. 1651, Jupiter, Florida 33468**

1. Bylaws of Indian Creek Phase X Homeowners Association, Inc., dated May 31, 1984.
2. Subdivision Restrictions Covering Indian Creek Phase X, dated May 31, 1984.
3. Certificate of Amendments to the Declaration of Covenants and Conditions for Indian Creek Phase X and Bylaws of Indian Creek Phase X Homeowners Association, Inc., dated December 27, 2000.
4. Certificate of Amendment to the Subdivision Restrictions Covering Indian Creek Phase X, dated May 23, 2001.

Signed



James A. Wilson, Board Secretary

Date: July 23, 2001

BYLAWS

OF

INDIAN CREEK PHASE X HOMEOWNERS ASSOCIATION, INC.

(A Florida corporation not for profit)

ARTICLE I - IDENTITY

The name of this Corporation is INDIAN CREEK PHASE X HOMEOWNERS ASSOCIATION, INC.

The principal office of the Corporation is at 121 Arrowhead Circle, Jupiter, Florida 33458 or at such other place as may be designated from time to time by the Board of Directors.

ARTICLE II - PURPOSE

This Corporation is organized as a Homeowners Association to exercise all powers granted to it as a Corporation under the laws of Florida, these Bylaws and the Articles of Incorporation.

ARTICLE III - DIRECTORS AND OFFICERS

A. DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors, composed of not less than three (3) nor more than seven (7) persons, as may be determined from time to time by the Voting Members (as defined in ARTICLE VI herein).

2. Directors shall be elected by the Voting Members at the annual meeting of Members and shall hold office until their successors are elected and shall qualify (except as to the first Board of Directors, whose members are designated in the Articles of Incorporation, and who shall serve pursuant to the terms of ARTICLE IX of the Articles of Incorporation).

At least ten (10) days before the annual meeting, a complete list of Voting Members together with the residence of each, shall be prepared by the Secretary. Such list shall be open at the office of the Corporation for ten (10) days prior to the election for the examination by any Member and shall be produced and kept at the time and place of election, subject to the inspection of any Member who may be present.

At the first annual meeting of the Members, Directors shall be elected for a term of one year.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Directors shall be Voting Members of the Corporation except that this provision shall not apply to the persons designated to be the first Board of Directors by the Articles of Incorporation or any successors appointed by Declarant. Election to the Board of Directors shall be by secret written ballot.

No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all reasonable expenses sustained by him as such, if incurred upon the authorization of the Board.

B. OFFICERS

The Officers of the Corporation shall be: a President, one or more Vice-Presidents, a Secretary and a Treasurer and such other Officers as the Board of Directors may designate. The Officers named in the Articles of Incorporation shall serve until the first regular meeting of the Board, and at such meeting the Board shall elect the aforesaid Officers. Officers elected at the first meeting of the Board shall hold office until the next ensuing meeting of Directors following the next succeeding annual meeting of Members or until their successors shall have been elected and qualified, absent resignation, removal or any other kind of vacancy.

C. RESIGNATION AND VACANCY

Any Director or Officer of the Corporation may resign at any time by instrument in writing or by action evidencing an intent to resign. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining Directors at their next special or regular meeting, by electing a person who shall serve until the next annual meeting of Members, at which time a Director will be elected to complete the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and qualified.

D. EXECUTIVE COMMITTEE

The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee to consist of three (3) or more Directors which, to the extent provided in the resolution, shall have and exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation, and may have power to authorize the seal of the Corporation to be affixed to all papers which may require it. The Executive Committee shall keep regular minutes of its proceedings and report the same to the Board when required.

ARTICLE IV - POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Corporation shall have all power granted to it by law, the DECLARATION OF COVENANTS AND CONDITIONS to be recorded in the Official Books and Records of Palm Beach County, (hereinafter referred to as "Declaration"), the SUBDIVISION RESTRICTIONS to be recorded in the Official Books and Records of Palm Beach County, (hereinafter referred to as "Restrictions"), and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration or Restrictions, the Articles of Incorporation, these Bylaws, or by law; and the aforementioned powers of the Corporation shall include, but not be limited to, the following with respect to INDIAN CREEK PHASE X:

(1) All of the powers specifically provided for in the Declaration and Restrictions;

(2) The power to join by appropriate resolution, the INDIAN CREEK COMMUNITY HOMEOWNERS ASSOCIATION, INC. and enjoy the right and benefits of a Corporate Member thereof;

(3) The power to levy and collect assessments;

(4) The power to levy and collect special assessments and to promulgate reasonable rules and regulations by the majority vote of the Board of Directors pursuant to Article VII.B3 herein;

(5) The power to remit moneys collected for the purpose of paying the Corporation's pro rata share of the maintenance expenses of, without limitation, the Community Common Area and Entrances as defined in the Articles of Incorporation and Bylaws of the Community Association, Articles of Incorporation of the Corporation, Declaration, and Restrictions;

(6) The power to enforce by any legal means the provisions of the Declaration, the Restrictions, Articles of Incorporation, and the Bylaws;

(7) The power to collect delinquent assessments by suit or otherwise and to suspend the voting rights and right to use of the Community Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Corporation or by the INDIAN CREEK COMMUNITY HOMEOWNERS ASSOCIATION, INC. Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of the published rules and regulations for the Community Common Area;

(8) The power to select depositories for the Corporation funds, and to determine the manner of receiving, depositing, and disbursing corporate funds, and the form of check and the person or persons by whom the same shall be signed, as otherwise provided by these Bylaws;

(9) The power to exercise for the Corporation all duties and authority vested in or delegated to this Corporation and not reserved to the Membership by the Articles of Incorporation or these Bylaws;

(10) The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind; and

(11) The power to purchase Officers' and Directors' liability (errors and omissions) insurance and the power to cause all Officers or employees having fiscal responsibilities to be bonded, as the Board may deem to be necessary.

ARTICLE V - DUTIES OF OFFICERS

A. The President shall:

(1) Act as presiding officer at all meetings of the Corporation and of the Board of Directors;

(2) Call special meetings of the Board of Directors and of Members;

(3) Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Corporation, except those which the Board of Directors specifies may be signed by other persons;

(4) Perform all acts and duties usually required of an executive to insure that all orders and resolutions of the Board of Directors are carried out; and

(5) Appoint committees including but not limited to an architectural control committee, and to be ex-officio member of all committees, and render an annual report at the annual meeting of Members.

B. The Vice-President shall:

(1) Act as presiding officer at all meetings of the Corporation and of the Board of Directors when the President is absent;

(2) Perform other acts and duties required of the President, in the President's absence; and

(3) Perform such other duties as may be required of him by the Board.

C. Should the President and Vice-President be absent from any meeting, the Directors shall select from the Board a person to act as chairman of the meeting.

D. The Secretary shall:

(1) Attend all regular and special meetings of the Members of the Corporation and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done;

(2) Have custody of the corporate seal and affix same when necessary or required;

(3) Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, and keep Membership books;

(4) Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board; and

(5) Have custody of the minute book of the meetings of Directors and Members, which minute book shall at all times be available at the office of the Corporation for the information of Lot Owners or their authorized representatives, and act as transfer agent to record transfers, and regulations in the corporate books. The Corporation shall retain the minutes for a period of not less than seven (7) years.

E. The Treasurer shall:

(1) Attend all meetings of the Membership and of the Board of Directors;

(2) Receive such moneys as shall be paid into his hands for the account of the Corporation, and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases and other important documents of the Corporation which he shall keep safely deposited;

(3) Supervise the keeping of accounts of all financial transactions of the Corporation in books belonging to the Corporation, and deliver such books to his successor. He shall prepare and distribute to all Directors at least ten (10) days prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Corporation for the preceding year. He shall make a full and accurate report on

matters and business pertaining to his office to the Members at the annual meeting, and make all reports required by law; and

(4) Cause an annual audit of the Corporation books to be made by a certified public accountant at the completion of each fiscal year.

In the event the Corporation enters into a management agreement, it shall be proper to delegate such of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI - MEMBERSHIP

A. Membership in the Corporation is limited to Owner(s), as defined in Article I, Section 2 of the Declaration. Membership is automatically conferred upon acquisition of a Lot, as defined in Article I, Section 6 of the Declaration, and as evidenced by the filing of a deed to such Lot. Membership is an incident of ownership and is not separately transferable.

B. There shall be one person with respect to each Lot ownership who shall be entitled to vote at any meeting of the Corporation. Said person is the "Voting Member". If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated in a certificate signed by all of the record Owners of the Lot, and filed with the Secretary of the Corporation. If a Lot is owned by a corporation, or partnership, an officer, partner or employee thereof entitled to cast the vote of the Lot for the corporation or partnership shall be designated in a certificate for this purpose, signed by the president or vice-president, attested by the secretary or assistant secretary of the corporation or general partner of a partnership, and filed with the Secretary of the Corporation. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Corporation for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, except if said Lot is owned by a husband and wife. Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned. If the Lot is owned jointly by a husband and wife, the following provisions are applicable thereto:

1. They may, but they shall not be required to, designate a Voting Member;

2. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting; and

3. Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

If a Lot is owned by one person, his right to vote shall be established by the recorded deed to the Lot. A vote of a Lot is not divisible.

C. Membership in the Corporation may be transferred only as an incident to the transfer of title to a Lot and shall become effective upon the recording of a deed to such Lot.

D. Membership shall terminate upon the Owner's transfer of title to a Lot.

ARTICLE VII - MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. MEETINGS OF MEMBERS

All meetings of the Corporation shall be held at the office of the Corporation, or may be held at such time and place as shall be stated in the notice thereof.

ANNUAL MEETINGS: Annual Members' meeting shall be held at the office of the Corporation or may be held at such place as shall be stated in the notice thereof upon a date appointed by the Board of Directors, which shall fall on the second Monday of March each year. No meeting shall be held on a legal holiday. The meetings shall be held at such time as the Board shall appoint from time to time. The first annual meeting of the Members shall be held on the second Monday of March of the year following the year in which the Corporation is incorporated at such time as the Board of Directors shall designate. If the day of the first annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

The Order of Business shall be as follows: (1) ~~roll~~ call of Voting Members; (2) proof of notice of meeting; (3) reading of minutes of last annual meeting; (4) reports of Officers; (5) ~~report~~ ^{Minutes} report of committees; (6) election of Directors; (7) old business; (8) new business; and (9) adjournment. *Secretary*

SPECIAL MEETINGS: Special meetings shall be held whenever called by the President, or by a majority of the Board of Directors and must be called by the Secretary, upon receipt of a written request from Voting Members of the Corporation owning ten (10%) percent of the Lots. Business transacted at all special meetings shall be confined to the objects and action to be taken, as stated in the notice of the meeting.

PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation prior to the meeting. A proxy shall be valid only for the meeting for which it was executed and shall entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the grantor.

QUORUM: A quorum for the transaction of business at any annual or any special meeting shall consist of a majority of the Voting Members, represented either in person or by proxy; but the Voting Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

VOTING REQUIRED TO MAKE DECISIONS: When a quorum is present at any meeting the vote of a majority of the Voting Members present in person or by proxy shall decide any question brought before the meeting, unless the Articles of Incorporation or these Bylaws or any applicable statute provide otherwise, in which event the vote prescribed by the Articles or the Bylaws or such statute shall control.

B. DIRECTORS' MEETINGS

1. The organizational meeting of the Board of Directors shall be held at the office of the Corporation immediately following the adjournment of the annual meeting of Members. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Directors may designate, in which event no notice need be sent to the Directors once said schedule has been adopted.

2. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of one Director. All notice of special meetings shall state the purpose. All meetings, except during the tenure of the first Board, shall be open to all Lot Owners.

3. QUORUM: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. The presiding officer may adjourn from time to time, any meeting at which a quorum is not present, and at any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be concluded without further notice.

ARTICLE VIII - NOTICE

Written notice of annual and special meetings of the Members shall be given to each Owner at least fourteen (14) days prior to said annual or special meeting. Unless an Owner waives in writing the right to receive notice of the annual or special meeting by mail, the notice of the annual or special meeting shall be sent by mail to each Lot Owner and the post office certificate of mailing shall be retained as proof of such mailing. An Owner may waive notice of meetings and may take action by written agreement without meetings.

ARTICLE IX - PROCEDURE

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the Corporation or with the Statutes of Florida.

ARTICLE X - ASSESSMENTS AND MANNER OF COLLECTION

The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the assessments. Assessments include those expenses described in the Declaration and Restrictions, and any other expenses designated as assessments by the Board of Directors, under the authority and sanction of the Declaration and Restrictions.

The Board of Directors shall mail copies of the proposed annual budget of assessments to the Voting Members annually, so long as the initial Board remains in office or the Declarant is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than five (5%) percent above the prior fiscal or calendar year's assessment without approval of two-thirds (2/3) of each class of Members qualified to vote in person or by proxy at a meeting duly called for this purpose.

Funds for the payment of assessments shall be assessed against and shall be a lien against the Lots in equal proportion or percentage.

Regular assessments shall be paid by the Members on the first of each month.

Special assessments, should they be required by the Board of Directors, shall be levied and paid in the same manner as regular assessments.

When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each Lot Owner. Assessments are payable at the office of the Corporation.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the requirements of the maintenance, repair and replacement of certain property described in the Declaration, in which event the Board of Directors may increase or diminish the amount of an assessment and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessments of each Lot Owner of his proportionate share of any deficiency, if necessary. Notice of all changes in assessments shall be given to all Lot Owners.

Assessments are due on the dates stated in the notice of assessment, and thereafter, after being delinquent for ten (10) days, shall bear interest at ten (10%) percent per annum until paid.

In the event an assessment is not paid when it is due and payable, the Corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent Owner in any manner provided for by the Declaration, the Articles of Incorporation and these Bylaws. Each Lot Owner shall be individually responsible for the payment of assessments against his Lot and for the payment of reasonable attorneys' fees and costs incurred by the Corporation in the collection of sums due and the enforcement of any lien held by the Corporation, including attorneys' fees on appeals, if any.

If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Owner and, thereupon, the unpaid balance of assessment shall become due upon the date stated in the notice, but not earlier than fifteen (15) days after delivery of or the mailing of such notice to the Owner.

ARTICLE XI - FISCAL MATTERS

FISCAL YEAR: The fiscal year of the Corporation shall begin on the first day of January in each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board of Directors deems it advisable.

DEPOSITORIES: The funds of the Corporation shall be deposited in a bank or banks in Palm Beach County, Florida, in an account for the Corporation under the resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of such Officers or persons as may be designated by the Board of Directors. Said funds shall be used only for corporate purposes.

FIDELITY BONDS: Fidelity bonds may be required by the Board of Directors from all Officers and employees of the Corporation, and from the person, firm or corporation handling or responsible for Corporation funds. The premiums for such bonds shall be paid by the Corporation.

RECORDS: The Corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by any Owner at reasonable times. Such records shall include a record of receipts and expenditures on account of each Owner, the amount of each assessment, the due dates and amount of each assessment, the amounts paid upon the account, and the balance due, a register for the names of any mortgage holders or lien holders who have notified the Corporation of their liens and to which lien holders the Corporation will give notice of default if required.

ANNUAL STATEMENT: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Corporation.

INSURANCE: The Corporation shall procure, maintain and keep in full force and effect all insurance required by the Declaration, Restrictions, Articles of Incorporation, Bylaws or by law.

ARTICLE XII - VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment) by an Owner of any of the provisions of the Declaration, Restrictions, the Articles of Incorporation, these Bylaws, or the Rules and Regulations of the Corporation, the Corporation, after reasonable notice to cure, not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages and the right to injunctive relief. In every such proceeding, the Owner shall be liable for court costs and the Corporation's reasonable attorneys' fees including attorneys' fees on appeals. If the Corporation elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot during litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, as provided for by Florida law. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by the insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Article, shall be charged to said Owner as a specific item which shall be a lien against said Lot with the same force and effect as if the charge were a part of the assessment.

ARTICLE XIII - AMENDMENT OF BYLAWS

These Bylaws may be amended, modified or rescinded in accordance with Article X of the Articles of Incorporation.

ARTICLE XIV - VALIDITY

If any Bylaw shall be adjudged invalid, such fact shall not affect the validity of any other Bylaw.

ARTICLE XV - INDEMNIFICATION

Every Director and Officer of the Corporation shall be indemnified by the Corporation to the full extent permitted by law against all expenses and liability, including attorneys' fees reasonably incurred or imposed upon him, including attorneys' fees on appeal, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of breach of his duties; provided, that all settlement must be approved by the Board of Directors as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled under law.

ARTICLE XVI - LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of ownership of a Lot or Membership in the Corporation shall not relieve or release any such former Owner or

Member from any liability or obligations incurred under or in any way connected with INDIAN CREEK PHASE X during the period of such ownership and membership, or impair any rights or remedies which the Corporation may have against such former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XVII - MORTGAGE REGISTER

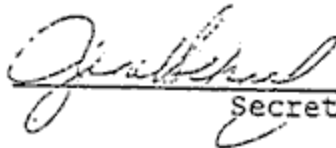
The Corporation may maintain a register of all mortgages, and at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid Assessments or violations served upon an Owner to said mortgagee. If a register is maintained, the Board of Directors may make such charge as it deems appropriate against the applicable Lot for supplying the information provided herein.

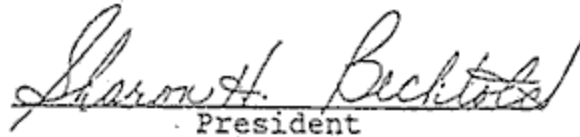
ARTICLE XVIII - CONSTRUCTION TO BE CONSISTENT WITH DECLARATION

These Bylaws and the Articles of Incorporation of the Corporation shall be construed in case of any ambiguity or lack of clarity consistent with the provisions of the Declaration.

The foregoing was adopted as the Bylaws of INDIAN CREEK PHASE X HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, at the first meeting of its Board of Directors.

Approved:


Secretary


President

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

BEFORE ME, the undersigned authority, personally appeared Sharon Bechtold and Janet Schaaf, as President and Secretary respectively, of INDIAN CREEK PHASE X HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, to me known to be the persons who executed the foregoing instrument and who acknowledged before me that they executed same in the name of and for said corporation and that they were authorized to do so.

WITNESS my hand and official seal in the County and State last aforementioned this 31st day of May, 1984.

Notary Public, State of Florida
My Commission Expires May 21, 1988


NOTARY PUBLIC

My Commission Expires:

SUBDIVISION RESTRICTIONS COVERING
INDIAN CREEK PHASE X, A SUB-
DIVISION OF PALM BEACH COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 51 AT PAGES 9 and 10
OF THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.

DEFINITIONS:

1. "Declarant" shall mean and refer to SCHAAF & JOHNSON, INC., a Florida corporation and its assigns.
2. "Grantee" or "Owner" shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns, and all persons, firms, corporations, or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. "Subdivision" shall mean the land subdivided as shown on the Plat of INDIAN CREEK PHASE X, recorded in Plat Book 51, at Pages 9 & 10 of the Public Records of Palm Beach County, Florida.
4. "Phase Common Area" shall mean real property as defined in Article I, Section 4 of the DECLARATION OF COVENANTS AND CONDITIONS, if any.
5. "Lot" shall mean the parcel of real property as defined in Article I, Section 6 of the DECLARATION OF COVENANTS AND CONDITIONS.
6. "Phase X Association" shall mean the corporation as defined in Article I, Section 1 of the DECLARATION OF COVENANTS AND CONDITIONS.
7. "Home(s)" shall mean such dwellings as defined in Article I, Section 6(a) of the DECLARATION OF COVENANTS AND CONDITIONS.

RESTRICTIONS THAT APPLY TO INDIAN CREEK PHASE X, A SUBDIVISION OF PALM BEACH COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 51, AT PAGES 9 & 10 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ARE AS FOLLOWS:

1. Land Use and Building Type:

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

2. Dwelling Quality and Size:

No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic, architectural and structural aspects of the dwelling and it is not intended that personal property within said dwelling be restricted. The ground floor area of a two story residential building exclusive of open porches and

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garages, shall not be less than 600 square feet; the ground floor area of a single story residential structure, except for a garden apartment, and exclusive of open porches and garages, shall not be less than 800 square feet; and the ground floor of a garden apartment, exclusive of open porches shall not be less than 700 square feet.

3. Lot Area and Width:

No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of INDIAN CREEK PHASE X, as recorded in the Plat Book 51 Pages 9 & 10 of the Public Records of Palm Beach County, Florida. No Lot shall be divided or resubdivided.

4. Easements:

Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given an assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use interior roadways and gutter systems, electric and telephone poles, wires, raceways, cables, cable television, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc., and other conveniences or utilities, on, in, over and under all of the easements shown or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in, over and under each Home, or any other residential structure, Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, or any other residential structure, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, raceways, conduits, pipes, mains, valves, lines, etc. or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements and shall, in no way, prevent the repair and/or replacement of any poles, wires, cables, raceways, conduits, pipes, mains, valves, lines, etc. utilized in the transmission of such utilities and public services or access to same in any way whatsoever.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

No Owner shall sever, discontinue; disrupt, or otherwise interfere with or cause to be severed, discontinued, disrupted, or otherwise interfered with the provision of, installation or maintenance and repair of the above cited utility services or public services to any Home or other residential structure.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area both public and private of each Lot shall be maintained continuously by the Owner of the Lot except those areas which are common to Phase X and will be maintained by the Phase Association.

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5. Reciprocal Easements:

There shall be reciprocal appurtenant easements between each Lot upon which a Home is constructed, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls and any nonparty wall or walls, for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwillful placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of these Restrictions. To the extent not inconsistent with the terms of these Restrictions, the law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than six (6) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, his successors or assigns.

6. Wells:

No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and state, county, city and all other governmental rules and regulations pertaining thereto.

7. Nuisances:

No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Phase Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Phase X Association.

8. Temporary or Permanent Structures and Use:

No structure of a temporary character, cyclone or chain link fence, trailer, storage shed, radio and/or television antenna, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder, propane tank or any other type of fuel container shall be permitted to be placed on or about the outside to any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

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No canvas or metal awnings shall be permitted and no canvas, pipe or any other type of carport shall be constructed on any Lot, however, should the Declarant determine that carports can be constructed in INDIAN CREEK PHASE X, in such manner and design as to continue the homogeneous aesthetics of the community, then thereafter, Owners may have carports constructed on any Lot between the street and the front of any Home per plans, specifications and conditions prescribed by Declarant and approved in advance in writing by Declarant. In such event, no carport shall be constructed except per such uniform construction requirements. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits.

For any garage constructed on any Lot, the door therefor must be maintained in a completely closed position except when entering or exiting the garage.

9. Oil, Mining, and Pumping Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

No pumping or draining of creeks, lakes or other waterways for irrigation purposes or otherwise shall be permitted or carried out on any Lot or by any Owner without prior written consent of Declarant.

10. Animals, Livestock and Poultry:

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, exotic or normal bird, poultry, geese, etc., shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. An Owner may have one (1) dog of any size or two (2) dogs so long as their aggregate weight does not exceed forty (40) pounds. However, not more than two (2) dogs, not more than one (1) cat, and not more than four (4) birds may be kept indoors on a single Lot for the pleasure and use of the occupants, but not for any training, commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on another Owner's Lot in any Phase of INDIAN CREEK unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in INDIAN CREEK PHASE X, and placing them in a plastic tie bag and disposing of same in garbage containers.

11. Signs:

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except

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"For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two (2) square feet in size, shall not exceed more than three (3) feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. Any such "For Sale" sign requires the prior, written consent of the Phase X Association before being displayed or placed. Only when a Home is "open for inspection" and only so long as the particular Home is attended by a representative of the Owner, may a sign advertising such, which sign shall not exceed three (3) square feet in size, and which shall meet all of the other requirements of this Section, be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures and Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

12. Architectural Control, Walls and Fences:

No building, wall, fences, cyclone, wire or otherwise, including but not limited to, energy producing structure or generators, shall be constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, shape heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relations to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more persons appointed by the President of Phase X Association; however, cyclone or chain link fences are strictly prohibited. Members of an Architectural Control Committee appointed by Declarant may continue to serve thereon for two (2) years subsequent to the date of cessation of Class B membership. Such approval shall be in the sole discretion of the appropriate decision-making body. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant approval. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

Notwithstanding anything to the contrary, no wall, fence or similar structure shall extend beyond the rear wall line or foundation of neighboring Lots and/or primary residential structures thereon, without the prior, written consent of the above cited architectural committee. In the event there are no structures on either side of any Lot, any Lot Owner desiring to erect any wall, fence or similar structure must obtain prior, written consent of said architectural committee.

13. Maintenance of Exterior of Owners' Property:

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvements situated thereon, including but not limited to his lawn, in a manner satisfactory to the Board of Directors, the Phase X Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to

enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, including but not limited to the lawn. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by Phase X Association pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

14. View Obstructions:

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets.

15. Parking:

Each Lot shall be provided with designated parking space within the Lot's boundaries or in designated parking areas, if any. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner or any portion thereof. Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the paved areas, street, alleys or parkways in INDIAN CREEK PHASE X for a period in excess of one (1) hour unless:

1. Such vehicle is engaged in legitimate loading or unloading activities or an adjunct to work being carried on, in or about an adjacent Lot; or

2. Such vehicle is parked in a covered garage or carport, completely screened from public view by storage in an enclosed structure.

Definitions:

The term "commercial vehicle" for the purposes of this Paragraph shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Class</u>	<u>Descriptive Classification</u>
Nos. 31 (over 1,500 lbs capacity per rear wheel), 32, 33 and 34	Commercial trucks
No. 35	Bus for hire
No. 36	Bus local
Nos. 37 and 38	Bus
Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49	Truck-tractors
Nos. 54 (over 1,500 lbs capacity per rear wheel) and 55	Trailer for hire (without a boat
No. 56	Semi trailer
No. 92	Ambulance, hearse, wrecker, privately owned school bus

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Definitions:

The term "recreational vehicle" shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Tax Class</u>	<u>Descriptive Classification</u>
No. 51	Mobile home
Nos. 54 (over 1,500 lbs capacity per rear wheel) and 55	Trailer for hire (with boat attached thereto)
Nos. 61, 62, 63 and 64	Travel trailer, camp trailer, motor coach
No. 93	Boats or boat trailers

No automobile, truck, van or commercial or recreational vehicle shall be parked permanently in the drive or street area for a prolonged period of time. Such occurrence shall be construed by the Phase X Association, in its sole discretion, as an "abandonment" and Phase X Association is hereby empowered to take any remedial action deemed appropriate in its sole discretion.

16. Access to Lots:

There shall be no access to any Lot other than by roadways, sidewalks, paths, walks, driveways, passageways, paved surfaces and lanes designated on the Plat of INDIAN CREEK PHASE X established for such access.

17. Window Treatment:

Window treatment if utilized on any Home shall be confined to customary tinting, drapes, or blinds. No foil, newspapers, blankets, sheets or the like shall be permitted.

18. Clotheslines or Outdoor Recreation Equipment;

There shall be no clotheslines or other means of hanging cloths, clothing, linens, curtains, rugs, capets, mops or laundry of any kind, or any other article, and no such item shall be hung on or to the exterior of any Homes, buildings, walls, fences or other structures.

There shall be no outdoor recreation or yard equipment or play accessories, such as, without limitation, swing sets, jungle gyms, sand boxes, above-ground pools, unless sufficient, surrounding screening from public view is provided with the prior, written consent of the above-cited Architectural Control Committee.

19. Water Softener:

Provided the design, construction and installation location shall have first been approved by the Declarant or, thereafter, by the Phase X Association, in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

20. Unit Plates:

A plate showing the number of the Home shall be placed on each Home and, at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on such Home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

21. Electrical Interference:

No electrical machinery, devices or apparatus of any sort, including, but not limited to radio and television antennae, shall be used or maintained in any Lot which causes interference with the television and radio reception in any other Lot.

22. Mail:

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

23. Duty to Maintain:

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a Home, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another Home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

24. Rights of Others:

Each Owner and occupant of a Home shall use the Phase Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of Homes to the use and enjoyment thereof.

25. Regulations:

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the Phase X Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of the regulations and amendments thereto shall be furnished by the Phase X Association to all Owners and residents of the Subdivision upon request.

26. Restrictions Uniform:

These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restrictions and that he will exert his best efforts to keep and maintain the land in this subdivision as an area of high standards.

27. Remedies for Violation:

In the event of a violation or breach of any of these Restrictions, it shall be lawful for Owners or Phase X Association:

(a). To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Pollakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND CONDITIONS FOR
INDIAN CREEK PHASE X
AND BYLAWS OF INDIAN CREEK PHASE X
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, the Declaration of Covenants and Conditions for Indian Creek Phase X has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 4535 at Page 640; and

WHEREAS, the Bylaws of Indian Creek Phase X Homeowners Association, Inc. have been recorded in the Public Records of Palm Beach County, Florida, in Official Record Book 5150 at Page 402; and

WHEREAS, at a duly called and noticed meeting of the membership of Indian Creek Phase X Homeowners Association, Inc., a Florida not-for-profit corporation, held on April 19th, 2000, the aforementioned Declaration of Covenants and Conditions and Bylaws was amended pursuant to the provisions of said Declaration and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration is a true and correct copy of the amendments as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF COVENANTS AND CONDITIONS
FOR INDIAN CREEK PHASE X**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE II

PROPERTY RIGHTS AND DUTIES

Section 1. Owner's Easements Enjoyment. Every Owner shall have a right and easement of enjoyment in and to his Lot and to the Phase Common Area, if any, and Community Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(b) The right of Phase X Association and of the Community Association to suspend ~~voting rights and the right to use the recreational facilities~~ which may

is provided notice and an opportunity for a hearing in accordance with Section 720.305, Florida Statutes, as renumbered or amended from time to time.

(e) The right of the Phase X Association to suspend the voting rights of any Owner who is more than ninety (90) days delinquent in the payment of any regular assessment to the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS OF PHASE X ASSOCIATION

Section 2. Voting Rights. The Phase X Association shall have ~~two~~ one classes class of voting membership.:

(a) Class A. Class A Members shall be all Owners, ~~with the exception of the Declarant,~~ and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as said persons determine, but in no event shall more than one vote be cast with respect to any one Lot.

~~(b) Class B. The Class B Member(s) shall be the Declarant, which shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs later: (1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (2) on December 31, 1986.~~

ARTICLE IV

RIGHTS AND OBLIGATIONS OF PHASE X ASSOCIATION

Section 6. Sprinkler Systems. Lot Owners shall have the option of providing for the professional installation of their own respective sprinkler systems with the prior approval of ~~Declarant~~ the Phase X Association. Any Lot Owner exercising such option with the prior approval of ~~Declarant~~ the Phase X Association shall be responsible exclusively for the costs of maintenance, repair and replacement of such systems and shall also be responsible exclusively for any damage rendered or caused thereby. Any costs or expenses incurred by the Phase X Association related to any damage or injury caused by a sprinkler system installed by a Lot Owner shall be a special assessment against the Owner's Lot enforceable under Article V of this Declaration and the personal obligation of the Lot Owner.

the members of the Phase X Association, pursuant to the provisions of this Section 8 shall be deemed approval of any increase in the annual assessments or budget of the Phase X Association during the term of the contract or agreement which are related to said contract or agreement. Such unit owner approval shall be sufficient for all purposes, including, without limitation, the provisions of Article V, Section 3 of this Declaration and Article X of the Bylaws.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of a Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Phase X Association: (1) Annual assessments as hereinafter defined; (2) Special assessments, not otherwise herein contained, against any particular Lot which are established, pursuant to the terms of this Declaration or pursuant to the terms of the Articles of Incorporation and Bylaws of Phase X Association or of the Community Association; and (3) All excise taxes, if any, which may be imposed on all or any portion of the foregoing by law. All such assessments, together with interest and all late fees, costs and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest on all costs, late fees and expenses of collection, including reasonable attorneys' fees and appellate attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successors in title, ~~only if expressly assumed by said successors.~~

Section 2. Purpose of Assessments. The assessments levied by the Phase X Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, of decorative identification sign(s); existing now or in the future, and of the Roadways by the Community Association. To effectuate the foregoing purposes, an annual assessment shall be levied by the Phase X Association, in accordance with the Articles of Incorporation and Bylaws of the Community Association, to provide and be used for the improvement and maintenance of the Common Area, the above cited decorative sign(s) and the Roadways and all other general operations of the Community Association; including, without limitation, to meet the costs and expenses of any bulk rate cable and/or master antenna television service contract or agreement approved under Article IV, Section 8 of this Declaration.

Section 3. Maximum Annual Assessment. Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be 84 Dollars per Home.

(a) Except as otherwise provided herein, From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year no more than five (5%) percent above

(b) ~~From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum special assessment for lawn cutting and maintenance services may be increased each year no more than five (5%) percent above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Notwithstanding the foregoing, any increase in the annual assessments needed for the cost of any of the services required to be performed by the Phase X Association under this Declaration; including, without limitation, the maintenance obligations under Article IV hereof and the administrative and operational expenses of the Phase X Association (including, without limitation, expenses related to insurance carried or maintained by the Phase X Association) and expenses related to any bulk rate cable or master antenna television contract or agreement, or related to the provision of any utility or other essential service, shall be exempt from the calculation of the five percent (5%) limitation described in subparagraph (a) immediately above.~~

Section 4. ~~Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the 1st day of the month following the conveyance of the first Lot, except that there shall be no annual assessment or special assessment on Lots where the Phase X Association has received assessment revenue in excess of ten (10%) percent of its current operating or capital expenses determined in accordance with generally acceptable accounting principles. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.~~

The assessments, at the election of Phase X Association, may be collected on a monthly or other periodic basis. The Phase X Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Phase X Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Phase X Association as to the status of assessments on a Lot is binding upon the Phase X Association as of the date of its issuance.

Section 5. (a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Phase X Association may levy, in any assessment year, a special assessment applicable to that year only for, including without limitation, the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Phase or Community Area not required or needed for the maintenance or protection of such property or the protection, health, safety or welfare of the Owners, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special Assessments for Other Purposes. Special assessments for expenses of the Phase X Association for which the budget is insufficient, other than capital improvements described in subparagraph (a) above, may be imposed by the Board of Directors from time to time.

(b) ~~From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum special assessment for lawn cutting and maintenance services may be increased each year no more than five (5%) percent above the maximum assessment for the previous year without a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose. Notwithstanding the foregoing, any increase in the annual assessments needed for the cost of any of the services required to be performed by the Phase X Association under this Declaration; including, without limitation, the maintenance obligations under Article IV hereof and the administrative and operational expenses of the Phase X Association (including, without limitation, expenses related to insurance carried or maintained by the Phase X Association) and expenses related to any bulk rate cable or master antenna television contract or agreement, or related to the provision of any utility or other essential service, shall be exempt from the calculation of the five percent (5%) limitation described in subparagraph (a) immediately above.~~

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(b) Special Assessments for Other Purposes. Special assessments for expenses of the Phase X Association for which the budget is insufficient, other than capital improvements described in subparagraph (a) above, may be imposed by the Board of Directors from time to time.

appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by the insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Article, shall be charged to said Owner as a specific item which shall be a lien against said Lot with the same force and effect as if the charge were a part of the assessment.

Section 6. Assignments. ~~Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by and any part or paragraph of the Covenants and Conditions or under the provisions of the Plat for so long as Declarant owns no less than thirty three and three tenths (33.3%) percent of the Lots or until 12/31/86 whichever is earlier. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Phase X Association Declarant under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.~~

Section 8. Term and Amendment. The Covenants and Conditions of this Declaration shall run with and bind the Properties for a term of twenty (20) years from the date this Declaration is recorded, after which time same shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period at any time by the affirmative vote or an instrument signed by not less than a majority seventy five (75%) percent of the Owners. Any amendment which would affect the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of the South Florida Water Management District. All amendments shall be certified and recorded among the Public Records of Palm Beach County, Florida.

AMENDMENT TO THE
BYLAWS OF
INDIAN CREEK PHASE X HOMEOWNERS ASSOCIATION, INC.

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

ARTICLE III – DIRECTORS AND OFFICERS

A. DIRECTORS

1. The affairs of the Corporation shall be managed by a Board of Directors, composed of an odd number of not less than three (3) nor more than seven (7) persons, as may be determined from time to time by the Voting Members (as defined in ARTICLE VI herein).

to the election for the examination by any Member and shall be produced and kept at the time and place of election, subject to the inspection of any Member who may be present.

At the first annual meeting of the Members, Directors shall be elected for a term of one year.

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. Any Member of the Phase X Association may nominate himself/herself from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Corporation. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Directors shall be Voting Members of the Corporation, ~~except that this provision shall not apply to the persons designated to be the first Board of Directors by the Articles of Incorporation or any successors appointed by Declarant.~~ Election to the Board of Directors shall be by secret written ballot.

No Director shall receive or be entitled to any compensation for his services as Director, but shall be entitled to reimbursement for all reasonable expenses sustained by him as such, if incurred upon the authorization of the Board.

C. RESIGNATION AND VACANCY

Any Director or Officer of the Corporation may resign at any time by instrument in writing or by action evidencing an intent to resign. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Corporation. The acceptance of a resignation shall not be necessary to make it effective.

When a vacancy occurs on the Board, the vacancy shall be filled by the remaining Directors at their next special or regular meeting, by electing a person who shall serve ~~until the next annual meeting of Members, at which time a Director will be elected to complete~~ the remaining portion of the unexpired term.

When a vacancy occurs in an office for any cause before an Officer's term has expired, the office shall be filled by the Board at its next meeting by electing a person to serve for the unexpired term or until a successor has been elected by the Board and qualified.

ARTICLE IV – POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

(7) The power to collect delinquent assessments by suit or otherwise and to suspend the ~~voting rights and~~ right to use of the Community Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Corporation or by the INDIAN CREEK COMMUNITY HOMEOWNERS ASSOCIATION, INC. (an Owner's voting rights may be suspended if he is more than ninety (90) days delinquent in the payment of regular assessments). Such rights may also be suspended for a period not to exceed sixty (60) days for infraction of the published rules and regulations for the Community Common Area after notice and an opportunity for a hearing in compliance with applicable law;

ARTICLE VII – MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

A. MEETINGS OF MEMBERS

PROXIES: Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Corporation prior to the meeting or any adjournment thereof. A proxy shall be valid only for the meeting for which it was executed and shall entitle the holder thereof to vote until revoked in writing by the grantor, such revocation to be lodged with the Secretary, or until the death or legal incompetence of the Grantor.

QUORUM: A quorum for the transaction of business at any annual or any special meeting shall consist of ~~a majority~~ thirty percent (30%) of the Voting Members, represented either in person or by proxy; but the Voting Members present at any meeting although less than a quorum, may adjourn the meeting to a future date.

B. DIRECTORS' MEETINGS

2. Special meetings of the Board of Directors may be called by the President on five (5) days' notice to each Director (in writing) to be delivered by mail or in person. Special meetings may also be called on written request of one Director. All notice of special meetings shall state the purpose. All meetings, except during the tenure of the first Board, shall be open to all Lot Owners and notice of all Board meetings shall be posted conspicuously at the Phase X Community at least forty-eight (48) hours before the meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Phase X Community, notice of each board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

ARTICLE X – ASSESSMENTS AND MANNER OF COLLECTION

~~calendar year's assessment without approval of two thirds (2/3) of each class of Members qualified to vote in person or by proxy at a meeting duly called for this purpose.~~

Funds for the payment of assessments shall be assessed against and shall be a lien against the Lots in equal proportion or percentage.

Regular assessments shall be paid by the Members on the first of each month or upon such other periodic basis as determined by the Board from time to time.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the requirements of the maintenance, repair and replacement of certain property described in the Declaration, in which event the Board of Directors may increase or diminish the amount of an assessment, levy special assessments, and make such adjustments in cash, or otherwise, as they shall deem proper, including the assessments of each Lot Owner of his proportionate share of any deficiency, if necessary. Notice of all changes in assessments shall be given to all Lot Owners.

Assessments are due on the dates stated in the notice of assessment, and thereafter, after being delinquent for ten (10) days, shall bear interest at the highest rate allowed by law, from time to time, ten (10%) percent per annum until paid.

In the event an assessment is not paid when it is due and payable, the Corporation, through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent Owner in any manner provided for by the Declaration, the Articles of Incorporation and these Bylaws. Each Lot Owner shall be individually responsible for the payment of assessments against his Lot and for the payment of reasonable attorneys' fees, late fees and costs incurred by the Corporation in the collection of sums due and the enforcement of any lien held by the Corporation, including attorneys' fees on appeals, if any.

ARTICLE XI – FISCAL MATTERS

DEPOSITORIES: The funds of the Corporation shall be deposited in a bank or banks in Palm Beach County, Florida, or such other State or federally insured depository(ies) selected by the Board of Directors, in an account or accounts for the Corporation under the resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of such Officers or persons as may be designated by the Board of Directors. Said funds shall be used only for corporate purposes.

RECORDS: The Corporation shall maintain accounting records according to good accounting practices which shall be open to inspection by any Owner at reasonable times. Such records shall include a record of receipts and expenditures on

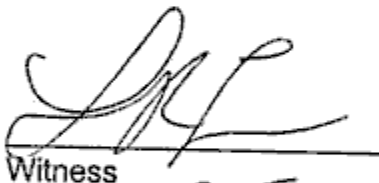
ARTICLE XII – VIOLATIONS AND DEFAULTS

In the event of a violation (other than non-payment of an assessment) by an Owner of any of the provisions of the Declaration, Restrictions, the Articles of Incorporation, these Bylaws, or the Rules and Regulations of the Corporation, the Corporation, after reasonable notice to cure, not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages and the right to injunctive relief. In every such proceeding, the Owner shall be liable for court costs and the Corporation's reasonable attorneys' fees including attorneys' fees on appeals which fees and costs shall be a lien upon an Owner's Lot enforceable by the Corporation. If the Corporation elects to enforce its lien by foreclosure, the Owner shall be required to pay a reasonable rent for his Lot during litigation and the Corporation shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Corporation without waiving the lien securing such unpaid assessments.

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, as provided for by Florida law. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by the insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Article, shall be charged to said Owner as a specific item which shall be a lien against said Lot with the same force and effect as if the charge were a part of the assessment.

WITNESS my signature hereto this 27th day of DECEMBER, 2000, at Jupiter, Palm Beach County, Florida.

INDIAN CREEK PHASE X HOMEOWNERS ASSOCIATION, INC.

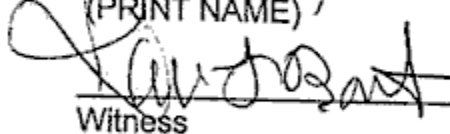


Witness

By: Joseph A Romano

President

Lisa R. Foreman
(PRINT NAME)



Witness

Attest: J. P.

Secretary

Karen Barkalow
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 27th day of December 2000, by Joseph A Romano and James A Wilson Jr., as _____ and _____

drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc., and other conveniences or utilities, on, in, over and under all of the easements shown or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in, over and under each Home, or any other residential structure, Declarant Phase X Association shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, or any other residential structure, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, raceways, conduits, pipes, mains, valves, lines, etc. or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements and shall, in no way, prevent the repair and/or replacement of any poles, wires, cables, raceways, conduits, pipes, mains, valves, lines, etc. utilized in the transmission of such utilities and public services or access to same in any way whatsoever.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements..

No Owner shall sever, discontinue, disrupt, or otherwise interfere with or cause to be severed, discontinued, disrupted, or otherwise interfered with the provision of, installation or maintenance and repair of the above cited utility services, cable or master antenna television service or public services to any Home or other residential structure.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

The easement area both public and private of each Lot shall be maintained continuously by the Owner of the Lot except those areas which are common to Phase X and will be maintained by the Phase Association.

8. Temporary or Permanent Structures and Use:

No structure of a temporary character, cyclone or chain link fence, trailer, storage shed, radio and/or television antenna (except as otherwise provided herein), basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder, propane tank or any other type of fuel container shall be permitted to be placed on or about the outside to any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas or metal awnings shall be permitted and no canvas, pipe or any other type of carport shall be constructed on any Lot, however, should the Declarant determine that carports can be constructed in INDIAN CREEK PHASE X, in such manner and design as to continue the homogeneous aesthetics of the community, then thereafter, Owners may have carports constructed on any Lot between the street and the front of any Home per plans, specifications and conditions prescribed by Declarant and approved in advance in writing by Declarant. In such event, no carport shall be constructed except per such uniform construction requirements. Nothing

contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits.

For any garage constructed on any Lot, the door therefor must be maintained in a completely closed position except when entering or exiting the garage or when the owner or occupant of the Lot is physically in the garage or whose activities at that moment require the use and access of the garage. Notwithstanding the foregoing, the garage door may be kept ajar by not more than four inches (4") for the purpose of providing ventilation. All garage doors shall be maintained in good order and appearance and any damaged or deteriorated door must be properly repaired or replaced by the Lot Owner.

Satellite dish television antennas are permitted provided that prior to installation the approval of the Architectural Control Committee is obtained; unless such approval is not required pursuant to applicable law. Such satellite dishes shall only be installed in such location and in such manner as determined by the Architectural Control Committee, such determination to be in accordance with applicable law. Unless otherwise provided by law, such location shall be at the rear of the Home unless an acceptable signal cannot be obtained in such location, in which event the satellite dish may be installed in an alternate location determined by the Architectural Control Committee in accordance with applicable law. The Association may require the satellite dish be screened from view, provided such screening requirements are in accordance with applicable law.

Hurricane shutters may be installed with the prior approval of the Architectural Control Committee. The Committee shall determine, in its sole discretion, whether the proposed installation of hurricane shutters by any Lot Owner is in harmony with the improvements and Homes in the Subdivision. The Architectural Control Committee may publish, from time to time, specifications for hurricane shutters which may be installed. Hurricane or storm shutters shall not be installed or closed until a hurricane or tropical storm watch or warning has been issued for the area in which the Subdivision is located, and such shutters must be removed or opened within forty-eight (48) hours of the lifting or termination of such watch or warning. The Board of Directors of the Phase X Association may consider granting a waiver or extension of time to these restrictions concerning when shutters may be installed or closed, or shall be removed or opened, on a case by case basis in the Board's sole and absolute discretion. Such waivers or extensions shall have a specified duration established by the Board on a case by case basis.

10. Animals, Livestock and Poultry:

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, exotic or normal bird, poultry, guineas, etc., shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds; or fowl shall be kept, permitted, raised or maintained on any Lot, except as permitted in this section. An Owner may have one (1) dog of any size or two (2) dogs so long as their aggregate weight does not exceed forty (40) pounds. However, not more than two (2) dogs, nor more than one (1) cat, and not more than four (4) birds may be kept indoors on a single Lot for the pleasure and use of the occupants, but not for any training, commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant Board of Directors of the Phase X Association, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant the Board of Directors of the Phase X Association shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog or cat in the streets, alleys or parkways or on another Owner's Lot in any Phase of INDIAN CREEK unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's or cat's droppings in the streets, alleys or parkways or on any other Owner's Lot or any other property within INDIAN CREEK PHASE X, and placing them in a plastic tie bag and disposing of same in garbage containers. Under no circumstances shall any animal be permitted to roam or otherwise be within the Subdivision unleashed or unattended. The owner of any pet and the Owner of the Lot in which the pet is being kept or maintained shall reimburse the Phase X Association for any injury or damage caused by such pet to any property for which the Phase X Association is responsible to maintain, and shall indemnify and hold the Association harmless from any injury, damage, costs, expenses, claims, cause of action or liability, including attorneys' fees, related in any manner to such pet.

11. Signs:

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and which shall conform to the criteria or requirements for the size, shape, design, color(s) and manner of display promulgated from time to time by the Board of Directors, not exceed two (2) square feet in size, shall not exceed more than three (3) feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. Any such "For Sale" sign requires the prior, written consent of the Phase X Association before being displayed or placed. Only when a Home is "open for inspection" and only so long as the particular Home is attended by a representative of the Owner, may a sign advertising such, which sign shall conform to the criteria or requirements for the size, shape, design, color(s) and manner of display promulgated from time to time by the Board of Directors, not exceed three (3) square feet in size, and which shall meet all of the other requirements of this Section, be displayed or placed. Declarant Phase X Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

~~(b) — Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures and Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.~~

12. Architectural Control, Walls and Fences:

The overall goal of the Architectural Control Committee is to act on behalf of the entire membership to ensure compliance with all restrictions of the Subdivision, to promote compliance with applicable Building Codes and laws, and to promote a consistent level of maintenance in the appearance of all areas of the development.

No building, wall, fences, cyclone, wire or otherwise, including but not limited to, energy producing structure or generators, shall be constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, shape, heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relations to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more persons appointed by the President of Phase X Association; however, cyclone or chain link fences are strictly prohibited. One member of the Architectural Control Committee shall be a member of the Board of Directors of the Phase X Association. All matters subject to Architectural Control Committee review and approval under these Subdivision Restrictions or the Declaration of Covenants and Restrictions for Indian Creek Phase X shall require the unanimous approval of all Committee members. Any matter which is affirmatively approved by less than all the Committee members shall be referred to the Board of Directors of the Phase

X Association for review and approval/disapproval. Unanimous approval of the Board of Directors is not required. Individual members of the Architectural Control Committee or the Board of Directors are not empowered or authorized to act on behalf of the Architectural Control Committee or the Board of Directors. Members of an Architectural Control Committee appointed by Declarant may continue to serve thereon for two (2) years subsequent to the date of cessation of Class B membership. Such Any approval shall be in the sole discretion of the appropriate decision-making body Architectural Control Committee or the Board of Directors, as applicable. In the event said Committee or the Board, as applicable, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to # the Phase X Association, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant approval hereunder. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

Notwithstanding anything to the contrary, no wall, fence or similar structure shall extend beyond the rear wall line or foundation of neighboring Lots and/or primary residential structures thereon, without the prior, written consent of the above cited architectural committee. In the event there are no structures on either side of any Lot, any Lot Owner desiring to erect any wall, fence or similar structure must obtain prior, written consent of said architectural committee.

The Architectural Control Committee or the Board of Directors of the Phase X Association may, from time to time, promulgate approved colors for the exterior of the Homes. Any painting of a Home subsequent to the adoption or amendment of such approved colors must be in compliance therewith and in no event shall the preexisting color(s) of such Home, or any other Home, be grand-fathered or otherwise be deemed an approved color or colors. Whether or not the Architectural Control Committee or the Board of Directors has adopted specific approved colors, no exterior portion of a Home shall be painted without the prior approval of the Architectural Control Committee whether or not the color or colors is/are being changed.

15. Parking:

Each Lot shall be provided with designated parking space within the Lot's boundaries or in designated parking areas, if any. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner or any portion thereof. Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the paved areas, street, alleys or parkways in INDIAN CREEK PHASE X for a period in excess of one (1) hour unless:

1. Such vehicle is engaged in legitimate loading or unloading activities or an in adjunct to work being carried on, in or about an adjacent Lot; or
2. Such vehicle is parked in a covered garage or carport, completely screened from public view by storage in an enclosed structure.

Definitions:

The term "commercial vehicle" for the purposes of this Paragraph shall be defined as any one of the following classified vehicles:

State of Florida Vehicle Class	Descriptive Classification
Nos. 31 (over 1,500 lbs capacity per rear wheel), 32, 33 and 34	Commercial trucks
No. 35	Bus for hire
No. 36	Bus local
Nos. 37 and 38	Bus
Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49	Truck-tractors
Nos. 54 (over 1,500 lbs capacity per rear wheel) and 55	Trailer for hire (without a boat)
No. 56	Semi trailer
No. 92	Ambulance, hearse, wrecker, privately owned school bus
No. 94	Tractor crane

"Commercial vehicles" shall also include any vehicle which contains visible lettering or sign(s). "Commercial vehicle" shall also include all trucks, except for pick-up trucks which do not have visible commercial lettering or sign(s).

Definitions:

The term "recreational vehicle" shall be defined as any one of the following classified vehicles:

State of Florida Vehicle Tax Class	Descriptive Classification
No. 51	Mobile home
Nos. 54 (over 1,500 lbs capacity per rear wheel) and 55	Trailer for hire (with boat attached thereto)
Nos. 61, 62, 63 and 64	Travel trailer, camp trailer, motor coach
No. 93	Boats or boat trailers

No automobile, truck, van or commercial or recreational vehicle shall be parked permanently in the drive or street area for a prolonged period of time as determined by the Board of Directors of the Phase X Association in its sole discretion. Such occurrence shall be construed by the Phase X Association, in its sole discretion, as an "abandonment" and Phase X Association is hereby empowered to take any remedial action deemed appropriate in its sole discretion, including, without limitation, towing the vehicle at the vehicle owner's expense. A vehicle may be temporarily parked in the street area for legitimate loading and unloading purposes, or as necessary when servicing any Lot or Home, and for temporary guest parking, but in no event overnight and in no event blocking or interfering with the use of the street or any other Home by others. Without limiting the foregoing, vehicles shall not be parked at any time on any lawn, landscaped or sidewalk area. The only exception to the foregoing is that vehicles

may straddle the swale adjacent to the road with one side of the vehicle extending not more than twelve inches (12") onto the sidewalk.

27. Remedies for Violation:

In the event of a violation or breach of any of these Restrictions, the Declaration of Covenants and Conditions for Indian Creek Phase X recorded in Official Record Book 4535 at Page 0640 among the Public Records of Palm Beach County, Florida, or any Rules and Regulations of the Phase X Association, all as amended from time to time, it shall be lawful for Owners (unless otherwise provided) or Phase X Association:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or

(b) The Phase X Association (but not an Owner) may levy reasonable fines, not to exceed Fifty Dollars (\$50.00) per violation, or such greater amount allowed by law from time to time, against any Owner or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, and such fine shall continue to accrue on a per diem basis without limit until the violation is cured. A fine may not be imposed without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Phase X Association who are not officers, directors, or employees of the Phase X Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. Any fine shall be added to the assessment against the Owner's Lot and shall be secured by the Phase X Association's lien against the Lot for assessments and shall be enforceable by the Phase X Association pursuant to the Declaration; and/or

(b) (c) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law and are not mutually exclusive of each other. The remedies contained in this Section shall also be in addition to, and not in lieu of, any other remedy set forth in these Subdivision Restrictions or the Declaration of Covenants and Conditions of Indian Creek Phase X, and such other remedy(ies) or right(s) shall not be exclusive and shall be in addition to, and not in lieu of, the remedies set forth in this Section. The failure of Owner, Phase X Association, their grantees, successors or assigns, to enforce any Restriction or any other obligation, right, power privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

WITNESS my signature hereto this 23 day of MAY, 2001, at Jupiter,
Palm Beach County, Florida.

INDIAN CREEK PHASE X HOMEOWNERS
ASSOCIATION, INC.

Karen L Barkalov
Witness
Karen L Barkalov
(PRINT NAME)

By: Joseph A Romano
President

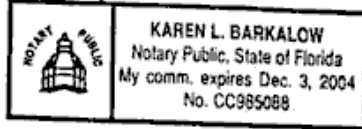
Nancy Allen
Witness
Nancy Allen
(PRINT NAME)

Attest: [Signature]
Secretary

STATE OF FLORIDA :
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 23 day of May 2001,
by Joseph A ROMANO and James A Wilson Sr, as
Pres. and Sect.
respectively, of Indian Creek Phase X Homeowners Association, Inc., a Florida not-for-profit
corporation, on behalf of the corporation. They are personally known to me, or have produced
Florida IDs as identification and did take an oath.

Karen L Barkalov (Signature)
Karen L Barkalov (Print Name)



Notary Public, State of Florida at Large