

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF BOCAIRE COUNTRY CLUB, INC.**

A NOT FOR PROFIT CORPORATION

Approved by the Membership on March 31st, 2019

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THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS, is made by BOCAIRE COUNTRY CLUB, INC., a Florida not-for-profit corporation authorized to do business in Florida, f/k/a Bocaire Homeowners Association, Inc. and successor by merger to Bocaire Country Club, Inc. (“Association”), as follows:

WITNESSETH:

WHEREAS, the DECLARATION OF COVENANTS AND RESTRICTIONS FOR BOCAIRE was originally recorded by FPA Corporation, which was a Delaware Corporation, (“Original Declarant”) in Official Records Book 4023 at Page 1624 *et. seq.*¹, and amendments thereto were recorded in Official Records Book 4549 at Page 1440 *et. seq.*, Official Records Book 6296 at Page 1084 *et seq.*, Official Records Book 7986 at Page 278 *et seq.*, Official Records Book 8909 at Page 1830 *et. seq.*, Official Records Book 10796 at Page 900 *et. seq.*, Official Records Book 11734 at Page 994 *et. seq.*, and Official Records Book 15390 at Page 1765 *et. seq.*; Official Records Book 16918 at Page 1753 *et. seq.*, and Official Records Book 25550 at Page 0987 *et. seq.* (“Declaration”); and

WHEREAS, it was the intent of the Original Declarant to establish a general plan and uniform scheme of development and improvement of the Property;

WHEREAS, the Declaration has and shall provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and Improvements therein, and to this end the Original Declarant subjected the Property to the covenants, restrictions, easements, reservations, Assessments, charges, liens and other provisions hereinafter set forth.

WHEREAS, incident to the adoption of the Amendments to the Declaration recorded at Official Records Book 10796, at Page 900 *et. seq.*, the Board of Directors of Association found:

That the Property (“Bocaire”) is a country club community featuring the amenities of the former Bocaire Country Club, Inc. (“Country Club”); and that the value of the Parcels in Bocaire and the lifestyle of the residents are influenced by the Golf Course and other Country Club amenities being maintained in an attractive and first class manner; and

That Association has the responsibility to take actions necessary to preserve the value of Owners’ Parcels and the quality of lifestyle of the residents of Bocaire; and

That every Owner took title to a Parcel at Bocaire subject to the knowledge that the Declaration of Covenants and Restrictions, and Articles of Incorporation and By-Laws of Association (collectively “Governing Documents”) could be amended, from time to time, with the requisite approval vote of the Owners; and

¹ All recording references herein are to the Public Records of Palm Beach County, Florida.

that the Board of Directors of Association, applying its business judgment, after examination and investigation had determined that the Owners should be permitted to vote upon amendments to the Governing Documents which would require all Owners to become members of Country Club; the foregoing being a reasonable method to ensure that the Country Club amenities, which are a basic feature of Bocaire, are maintained in an attractive and first class manner in order to enhance the value of Owners' Parcels and the quality of lifestyles at Bocaire; and

WHEREAS, incident to the adoption of the Amendments to the Declaration recorded at Official Records Book 15390, at Page 1765 *et seq.*, the Board of Directors of the Association, applying its business judgment and after examination and investigation, found:

That the Bocaire community would be best served by Association's merger with Bocaire Country Club, Inc. ("Club") in order to accomplish the following goals:

A. To have a single entity responsible for the operation of the entire community rather than having responsibilities divided between Association and Club;

B. To establish better fiscal controls and to more efficiently coordinate activities and functions of both organizations; and,

C. To gain potential real estate, personal property, and other tax advantages; and that the Owners should be permitted to vote upon a Plan of Merger and related amendments to the Governing Documents which would provide for a merger of Association with Club, Association being the surviving entity thereof, in order to accomplish the aforesaid goals; and,

WHEREAS, the Board of Directors of the Association desire to restate the entire Declaration as heretofore amended, and to reflect further amendments as hereby approved by the membership;

NOW, THEREFORE, Association hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, Assessments, charges, liens and other provisions hereinafter set forth in this Second Amended and Restated Declaration.

ARTICLE 1 **DEFINITIONS**

The following capitalized terms, as used in this Declaration, shall have the following meanings:

1.1 "Act" shall mean the Florida Homeowners' Association Act, Florida Statutes 720, as amended from time to time for the Act's mandatory provisions, and for other provisions as amendments are confirmed by the Board.

- 1.2 “Alumni” shall have the meaning as set forth in Article 3.5.4.
- 1.3 “Architectural Review Board” or “A.R.B” shall mean to that permanent committee of the Association created for the purposes of establishing and enforcing criteria for the construction of any Improvement.
- 1.4 “Articles of Incorporation” shall mean to the Articles of Incorporation of the Association as they may exist from time to time.
- 1.5 “Assessment” shall mean those charges made by the Association from time to time, against a Lot within the Property, for the purposes, and subject to the Governing Documents, including an Annual Assessment, a Special Assessment, and an Individual Assessment.
- 1.6 “Association” shall mean to BOCAIRE COUNTRY CLUB, INC., a Florida corporation not for profit, and its successors and assigns.
- 1.7 “Association Property” shall mean all of the Property and all personal property and fixtures, now owned or which may be hereafter acquired by the Association for the benefit and private, common use and enjoyment of all Owners subject to the Governing Documents, but excluding Lots not owned by the Association.
- 1.8 “Association Verification” shall mean a recordable instrument executed by an authorized agent or officer of the Association verifying that the grantee of a Lot satisfied all prerequisites to become a Regular Member of Association as provided in this Declaration.
- 1.9 “Board” shall mean to the Board of Directors of the Association.
- 1.10 “Builder” shall mean a person or entity that employs a State of Florida licensed general contractor and has entered into a written Builder Agreement with the Association approved by the Board of Directors for construction of a Dwelling.
- 1.11 “By-Laws” shall mean to the By-Laws of the Association as they may exist from time to time.
- 1.12 “Common Expenses” shall mean all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth in the Governing Documents and provided by law.
- 1.13 “Common Property” shall mean the Association Property excluding the Recreational Facilities.
- 1.14 “Common Surplus” shall mean the excess of all receipts of the Association, including but not limited to, Assessments, rents, profits and revenues in excess of the amount of Common Expenses.

1.15 “Country Club” and “Club” shall mean the Association, which is the owner of the Recreational Facilities and is the entity responsible for the maintenance and operation of the Recreational Facilities.

1.16 “County” shall mean Palm Beach County, Florida.

1.17 “Declaration” shall mean this instrument, and all exhibits thereto, as they may be amended from time to time.

1.18 “Dwelling” shall mean any detached single-family dwelling on a Lot.

1.19 “Family” and “Designated Family” shall mean the Member or the Member’s designee and that person’s co-resident spouse or adult member of the same economic household, and either of their grandparents, parents, children and grandchildren.

1.20 “Golf Course” shall mean the Bocaire Golf Course which is owned by the Association and is located within the Property.

1.21 “Good Standing” shall mean the standing of a Member who has fulfilled all monetary and other obligations due to the Association.

1.22 “Governing Documents” shall mean this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations, and each of their exhibits, as each may be amended from time to time.

1.23 “Improvement” shall mean any item of any kind, including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object in or on a Lot.

1.24 “Institutional Mortgagee” shall mean any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company, or an agency of the United States Government, which holds a first mortgage encumbering a Lot which is recorded in the Public Records of the County.

1.25 “Limited Common Property” shall mean Common Property, except the Recreational Facilities, that is restricted for the exclusive use or benefit of less than all Owners.

1.26 “Lot” shall mean a tract of land located within the Property which is now or hereafter intended for use as a site for a Dwelling, not Common Area, and which is designated as a “Lot” on one of the Plats.

1.27 “Member” shall mean a member of the Association, and in one of the three classes, “Non-Recreational”, “Social” and “Regular” as set forth in Article 3.

1.28 “Owner” shall mean the fee simple title owner of a Lot as recorded in the County, or by operation of law; but, not by virtue of owning or holding an interest only to secure a Member’s obligation, and by explanation, not qualification, such as a mortgagee or lienor, and not a contract purchaser. An Owner shall be limited to: a) one (1) individual natural person over the age of eighteen (18) years; b) two (2) natural persons residing together in the same residence as a single economic living unit; c) one (1) trustee of a revocable or irrevocable trust including but not limited to a Qualified Personal Residence Trust; or, d) one (1) corporation, partnership, limited liability company or other entity organized under Florida law or authorized to do business in Florida, and is authorized to hold real property in Florida.

1.29 “Person” whether capitalized or not, shall mean an individual, and, except as the context provides otherwise, an entity authorized to enter into legal agreements and hold title to real property in Florida.

1.30 “Pheasant Run Association” shall mean Pheasant Run Homeowners’ Association, Inc., a Florida corporation not for profit, its successors and assigns, which is the governing body of the residential development lying adjacent to the Property known as Pheasant Walk.

1.31 “Plats” shall mean:

All of the Plat of BOCAIRE GOLF CLUB NO. 1, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County as set forth in Plat Book 46, pages 34 through 37, inclusive,

and

All of the Plat of BOCAIRE GOLF CLUB NO. 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County as set forth in Plat Book 46, pages 38 through 41, inclusive,

and

All of the Plat of BOCAIRE GOLF CLUB NO. 3, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County as set forth in Plat Book 49, pages 151 through 153, inclusive,

and

All of the Plat of BOCAIRE GOLF CLUB NO. 4, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Palm Beach County as set forth in Plat Book 110, page 31.

as each is amended from time to time.

1.32 “Property” shall mean that real property within the Plats and such real property as may be subjected to this Declaration from time to time.

1.33 “Recreational Facilities” shall mean the Golf Course, Clubhouse, Tract “I” of the Plat of Bocaire No. 1, and their related facilities, including, but not limited to, the tennis courts, fitness center, and aquatic facilities.

1.34 “Renovator” shall mean a Regular Member that enters into a written Renovator agreement approved by the Board.

1.35 “Renter” shall mean a person who rents a Lot.

1.36 “Rules and Regulations” and “Rules” shall mean those restrictions on use of the Property adopted by the Board consistent with the Declaration and By-Laws.

1.37. “Sponsored Guest” shall have the meaning as set forth in Article 3.5.5.

1.38 “Street” shall mean any street, highway or other thoroughfare within the Property and which has been dedicated in the Plats to the Association, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.

1.39 “Utility” shall mean water, sewage, gas, power, telephone, other public utilities, television, or other communications and data services provided to the Property.

1.40 “Water Management System” shall mean those lakes, canals, bodies of water and other facilities located within the Property which are to be used for drainage of the Property as shown on map(s) as being connected to the South Florida Water Management System.

ARTICLE 2 **PROPERTY SUBJECT TO THIS DECLARATION**

The real property subject to this Declaration, and any modifications and/or additions thereto as provided in subsequent amendments, is the Property.

ARTICLE 3 **BOCAIRE COUNTRY CLUB, INC.**

3.1 Formation. The Association was formed and continues: to operate and maintain Association Property; to enforce the covenants, conditions, restrictions and other provisions set forth in the Governing Documents; and to have such other specific rights, obligations, duties and functions as set forth in the Governing Documents.

3.2 Powers. The Association shall also have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida Statutes, Chapters 617 and 720, as the same may be amended from time to time, except as expressly limited by the Governing Documents. Notwithstanding any other provision in the Governing Documents, the Association’s contracting authority includes, and is not limited to agreements for data, cable,

satellite and other television, video and signal distribution systems (“Data Agreements”) which may be on a bulk or other basis within the Board’s discretion and a Data Agreement’s charges and expenses shall be a Common Expense collectable as part of the Assessments.

3.2.1 Easements. The Board may grant easements across and concerning the Property to implement Data Agreements.

3.2.2 Data Agreement. A Data Agreement must provide, and is deemed to provide if not expressly set forth, that any hearing-impaired or legally blind Owner who does not occupy the Lot with a non-hearing-impaired or sighted person may discontinue the cable or video service without incurring disconnect fees, penalties, or subsequent service charges, and, as to such Lot, in the Board’s discretion upon a Lot owner’s written request, notwithstanding any other provision of the Governing Documents, the Owner is not required to pay any Common Expenses charge related to such service.

3.3 Members. There shall be a maximum of 240 Members. For each transfer occurring after December 8, 1998, the transferee must qualify and be a Regular Member.

3.3.1 Duration. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot, continuing until:

- the Member seeks the Association’s approval of the transfers of ownership in the Lot and accompanying membership;
- the Association approves the transfers; and,
- the transfer is consummated pursuant to the approval, at which time the membership shall automatically be transferred and conferred upon the transferee.

3.3.1.1 No interest in a Lot nor a membership shall transfer without the Lot’s Owner submitting a bona fide application (hereinafter an “Application”) for and obtaining the Association’s prior written approval and Association Verification, including but not limited to by deed, tax sale or clerk’s sale, except as expressly permitted below. An Application shall consist of:

- An Application form approved by the Board, all parts completed by the Owner/Member and proposed transferee;
- An application fee not to exceed that permitted by law; Payment of the Association’s initiation fee, fee for acquisition of equity, equity fee, and any assessments, fees and charges then required by the Board and the Governing Documents for new Members, the determination of the amounts shall be conclusively determined by the Board;
- A legible copy of the proposed agreement of sale, lease, or other writing which constitutes the agreement for the transfer, the complete terms of which must be in a writing, or if an involuntary transfer or other transfer by operation of law the documents which provide the basis for the transfer;

- The Member's original membership certificate or if lost or accidentally destroyed an affidavit of lost certificate and bond in a form and amount as the Association may request; and,
- If the transferee is more than one person, their agreement to be jointly and severally liable for the liabilities and obligations to the Association in writing approved by the Board.

The Association may require the Lot Owner to supplement the Application with additional information, including, but not limited to, an in-person interview of the proposed transferee.

3.3.1.2 An Application and a proposed transfer shall not be bona fide, and neither the Association nor its designee shall have any obligation to purchase a Lot or provide an alternative purchaser, if any monetary obligation is due to the Association from the Owner, the transferee, or concerning the Lot, or if the Association reasonably believes that a transferee, a Renter, or an individual intended by the transferee to occupy the Lot:

- has a felony conviction for a crime of violence, moral turpitude, sexual offense, sexual battery, sexual abuse or lewd and lascivious behavior, sale or possession of a registered or controlled substance;
- has, within ten (10) years before the date of the Application, a felony conviction for a crime of theft, dishonesty; or, destruction of property;
- has an intent, history or other factor indicating a pre-disposition to violate any of the Governing Documents, including, but not limited to a history of: destructive behavior; disregard for the rights and property of others as evidenced by criminal history, participation in a social organization or associations, or by conduct in the neighborhood of Bokaire, or otherwise;
- has been indicted or is the subject of an information concerning any of the acts above;
- has not been current in the payment of any monetary obligation owed to the Association;
- appears to not be financially able to meet the obligations that are incumbent upon a Lot Owner, whether related to the Lot or otherwise for which the Association may rely upon a credit report;
- is a real estate company, broker, salesperson or other agent for sale or sub leasing with a history of screening proposed purchasers or Renters inadequately, or attempting to enter into leases without prior Association approval;
- has a history of financial irresponsibility, which may include, without limitation, unpaid debts, a judgment for failure to pay a debt, a foreclosure or deed in lieu of foreclosure for which the prospective Lot Owner, Renter, or any of the proposed occupants was a mortgagor; or,

- has provided information to the Association that contained material misrepresentations or inaccuracies regardless of the Lot Owner's intent.

3.3.1.3 If a proposed transfer is a sale, then within thirty (30) days after the Association's actual receipt of the complete Application and such supplemental information the Association may require, the Association shall either approve or disapprove the proposed sale, in writing, and shall notify the Lot Owner of the Association's decision.

3.3.1.3.1 If the Association fails to approve or disapprove the proposed sale within thirty (30) days of the actual receipt of a complete Application with any supplemental information, then the failure to act shall be considered approval of the sale and the Association shall provide an Association Verification, subject to the limitations below.

3.3.1.3.2 A denial is not required to state the reason for denial. The Association shall deliver a denial notice to the Lot Owner of the Association's election by Certified Mail, Return Receipt Requested, or a delivery method with proof of delivery.

3.3.1.4 The following transfers shall not require an Application or approval, but the transferor and transferee jointly have a duty with due diligence to provide notice to the Association of the transfer and legible duplicates of the instrument(s) of transfer and such other information as the Association may reasonably require documenting the change in ownership and membership and continuing obligations, and as otherwise stated below:

3.3.1.4.1 As a Non-Recreational Member, or if the Owner elects and subject to the approval process above, a Regular Member:

- To the holder of a first Institutional Mortgage encumbering the Lot by a deed in lieu of foreclosure of that mortgage or by a certificate of title issued in a proceeding after a judgment foreclosing that mortgage and a clerk's sale.

3.3.1.4.2 Continuing the Member class of the transferor, subjecting the transferee to all the duties and obligations of that class:

- A voluntary transfer to the Lot Owner's spouse or adult residing with the Lot Owner at the time of the transfer as part of the same economic household after written notice thereof has been received by the Association. A separation, marital settlement, mediation or other agreement, court, arbitration or other order shall not waive the Governing Documents or otherwise bind the Association unless the Association consents

in writing to the provisions or in the case of an order issued to a party to the proceedings, and in no circumstance may waive or reduce the Lot and Owner's duties and obligations to the Association.

- An involuntary transfer at the date of the last of Lot Owner's or spouse's death or at the date of the death of the last of tenant's in common if a Lot is owned by tenant's in common, by persons over 21 years of age, who reside together as part of the same economic household, or to an heir or devisee; provided, however, if by no later than the date which is six (6) months after that Lot Owner's or spouse's death, or the date of death of the last of tenant's in common, or, if the Board, in its sole discretion upon written good cause shown and with supporting documentation, grants up to three (3) separate additional six (6) month extensions, each of which shall be made by separate application to the Board, each of which shall be delivered to the Board before the end of the prior six (6) month period and each of which shall be determined by the Board separately. Then, by no later than the last date of the extension period, the heir or devisee shall provide to the Association an Application to become a Regular Member, and such heir or devisee, at the same time of his or her required submission of the Application, shall pay to the Association the amount of equity fees, charges and the initiation fee set by the Board as then in effect to become a Regular Member, and thereafter, upon approval by the Association of the Application, the heir or devisee shall be responsible for and shall pay all future fees charges and assessments as a Regular Member.

3.3.2 Irrevocable Designation. If the Member is a trustee or an entity, then Owner and Member privileges shall be exercised only by the individual natural person irrevocably designated in writing by the trustee, or if an entity, then the president, general partner, manager or equivalent chief executive officer. Upon the date of death of the last of the irrevocably designated person and his or her spouse, then within six (6) months of the date of death of the last of the irrevocably designated person and his or her spouse, or, if the Board, in its sole discretion, upon written good cause shown and with documentation, grants up to three (3) separate additional six (6) month extensions, each of which shall be made by separate written application to the Board, each of which shall be delivered to the Board before the end of the prior six (6) month period and each of which shall be determined by the Board separately, an entity Member shall either (i) transfer ownership of the Member's Lot to a transferee that must comply with the Governing Documents or (ii) pay the initiation fees, equity amount and other fees and charges required by the Governing Documents in the case of a transfer; however, upon written good cause shown with supporting documentation, then the Board in its full discretion may extend the time period for one additional six (6) month period.

3.4 Classes. There shall be three (3) classes of Members, as follows.

3.4.1 Non-Recreational Member. A Non-Recreational Member is an Owner of a Lot who, continuously from May 30, 2003, has never been a member of the Club. Article 9 of this Declaration which requires Regular Member participation in the Recreational Facilities for new Owners requires over time that there eventually will no longer be Non-Recreational Members, and after which time this class of membership shall not be available.

3.4.1.1 A Non-Recreational Member may not use the Recreational Facilities, except to attend Association meetings at the Clubhouse to the extent attendance is permitted.

3.4.1.2 A Non-Recreational Member may attend and participate in Association, Board, and committee meetings dealing with the Common Property to the extent permitted under the Governing Documents and law.

3.4.1.3 Except as specifically provided in the Governing Documents and in applicable laws, a Non-Recreational Member may not use the Recreational Facilities.

3.4.1.4 If a Non-Recreational Member desires to become a Regular Member, that Member must be approved by the Board and pay the initiation fee, equity fee and other fees and charges payable by a Regular Member.

3.4.2 Regular Member is an Association Member enjoying full golf and social privileges, and those rights, privileges and duties of Regular Membership as provided in the Governing Documents; however, a Renovator's and a Builder's Lot shall not be occupied during renovation or construction, a Renovator or Builder shall not have access to the Recreational Facilities except as the Renovator or Builder agreement may permit access to the Clubhouse dining room to facilitate the sale of the Renovator's or Builder's Lot, a Renovator or Builder's agreement may waive the initiation fee until the Lot's Dwelling is sold or occupied, and, notwithstanding any assessment requirement to the contrary, the Renovator or Builder agreement may provide, subject to rules established by the Board, that the Assessment to be paid by the Renovator or Builder as a Regular Member may be reduced or abated for a period of time for a Renovator not to exceed eighteen (18) months and for a Builder not to exceed twenty-seven (27) months.

3.4.3 Social Member is a Member enjoying the rights, privileges and duties of a Social Membership as provided in the Governing Documents.

3.4.3.1 A Social Member may not enjoy Golf privileges, the golf course or related facilities, except that the Social Member and/or spouse or adult permanently residing with the Member may play golf: as a guest of a Regular Member in connection with a charitable event utilizing the Golf Course; and, during the summer months, June through September, on days and during hours

established from time to time by the Golf Committee, upon payment of the then established greens and cart fees.

3.4.3.2 A Social Member and/or spouse or adult permanently residing with the Member, may play tennis, but only during open tennis hours as established from time to time by the Tennis Committee.

3.4.3.3 Social Members will pay a percentage of assessments as may be fixed by the Board of Directors from time to time.

3.4.3.4 A Regular Member may elect to become a Social Member as at the beginning of the fiscal year immediately following such election; provided:

- The election is given by written notice to the Secretary at least forty-five (45) days before the beginning of such fiscal year;
- At the beginning of such fiscal year the Association has not less than the Minimum Regular Members as set forth in the Bylaws;
- The Member has been a Regular Member in Good Standing for five (5) continuous years at the time of the notice of election and thereafter continuously through the effective transition to a Social Member;
- No more than five (5) Regular Members may elect to become Social Members as of the beginning of such fiscal year, but if more seek to elect to become Social Members, then those allowed to transition in such fiscal year shall be prioritized by the length of continuous years as a Member, subject to sustaining the required number of Minimum Regular Members and there being no more than five (5).

To retain this Social Member status, the Member must continuously remain an Owner and be in Good Standing.

3.5 Non-Member Categories. Non-member categories for which there are no voting rights or other membership rights except as expressly stated in the Governing Documents are Guests, Sponsored Guests and Alumni, as hereinafter defined.

3.5.1 The Member designating or permitting a Revocable Designee's use of facilities or services is liable for all fees and charges incurred or authorized by a the Revocable Designee.

3.5.2 A non-Member's use and/or status may be restricted, suspended or terminated by the Board, or as otherwise permitted by law.

3.5.3 "Revocable Designee" is a natural person designated by a Regular Member, a Social Member or a Sponsored Guest that is single and in Good Standing, and shall have use rights in the Recreational Facilities to the extent held by the designating Member, subject to the Governing Documents.

3.5.3.1 The revocable designation is effective only for the calendar year in which it is made and may be revoked at any time by the designating Member upon three (3) days advance notice to the Association. Upon the death of a designating Member, the Revocable Designee status shall continue to the earlier of: the date which is three (3) months after the date of the death of the designating Member; termination of the designation by the designating Members' personal representative or equivalent, or by the designating Member's successor, assign, heir or devisee; the Member is no longer in Good Standing.

3.5.3.2 The Regular Member, Social Member or Sponsored Guest may have only one (1) person as a Revocable Designee per year.

3.5.3.3 A Revocable Designee must: not be a part of the Member's Family; be eighteen years of age or older; be in a committed social relationship with the single Member during the year; not be merely a casual friend or other person; and, not merely seeking to share a membership.

3.5.3.4 The Board shall be the ultimate authority to determine whether an individual qualifies as a Revocable Designee and reserves the right to reject a proposed Revocable Designee where the intent of the Governing Documents would not be met.

3.5.4 Alumni is a former Lot Owner who: was a Regular Member of the Association in Good Standing for a minimum of eight (8) consecutive years; applies to the Association to be an Alumni within two (2) years of termination of the applicant's membership; and, enters into a written agreement with the Association approved by the Board; provided however, that such Alumni shall have no rights other than expressly set forth in the written agreement.

3.5.5 Sponsored Guest is a person who: has been sponsored to be a guest by a Regular Member or a Social Member; has submitted an application to be to be considered as a Sponsored Guest; has been approved by the Board to be a Sponsored Guest; and, has executed a license agreement approved by the Board; provided that such Sponsored Guest shall have no voting or other rights other than as expressly set forth in such license agreement. The maximum number of Sponsored Guests shall be as set forth in the By-Laws.

3.6 Voting. A Member's right to vote shall be subject to the Governing Documents, law, and the following:

3.6.1 Social Member. A Social Member shall have the right to vote on matters of Recreational Facility Assessments and rights and privileges relating to Social Membership.

3.6.2 Regular Member. A Regular Member shall have the right to vote on matters of Recreational Facility Assessments and rights and privileges relating to Regular Membership.

3.6.3 Non-Recreational. A Non-Recreational Member shall not have the right to vote on any matter respecting the Recreational Facilities or the Clubhouse.

3.7 Administration of the Association. The affairs of the Association shall be administered by the Board in accordance with the Governing Documents and law.

3.8 Suspension of Membership Rights. No Member shall have any vested right, vote, interest or privilege in or to the assets, functions, affairs or franchises of the Association, any right, interest or privilege which may be transferable, or which shall continue after membership ceases, or while not in Good Standing, except as required by law.

ARTICLE 4 **ASSOCIATION PROPERTY**

4.1 Title to Association Property. Notwithstanding the manner in which title is held, the Association shall manage, maintain and operate the Association Property. Anything herein contained to the contrary notwithstanding, certain portions of the Association Property may be reserved as Limited Common Property.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be Association Property.

4.3 Rules and Regulations Governing Use of Association Property. The Association, through its Board of Directors, shall regulate the use of the Association Property, and may from time to time promulgate such Rules and Regulations consistent with the Governing Documents. All Rules and Regulations shall be made available to all Members at the Association office.

4.4 Traffic Regulations. Motor vehicle speed limits and traffic regulations (collectively referred to as the "Traffic Regulations") may be regulated through the Rules and Regulations. A vehicle parked, standing, or otherwise in violation of the Rules and Regulations may be towed and removed from the Property, in addition to all other remedies provided by the Governing Documents.

4.5 Owners Easements of Enjoyment. Each Owner shall have an easement of enjoyment in and to the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Lot, subject to:

4.5.1 The right of the Association to borrow money for the purpose of improving the Association Property and, in connection therewith, to mortgage the Association Property.

4.5.2 The right of the Association to take such steps as are reasonably necessary to protect the Association Property against foreclosure.

4.5.3 The right of the Association to suspend the rights and easements of any Owner when the Owner is not in Good Standing and when undertaken as a penalty for a violation of a provision of the Governing Documents.

4.5.4 The right of the Association to maintain the Association Property.

4.5.5 The Rules and Regulations, including the Traffic Regulations.

4.5.6 Assessments, fees and other charges.

4.5.7 The right of the Association to dedicate or transfer all, or any part, of the Association Property to any governmental or quasi-governmental agency, authority, Utility, water management or water control district, or other entity or person.

4.5.8 Restrictions contained on any of the Plats, or filed separately, with respect to all or any portion of the Property.

4.5.9 The Governing Documents.

4.5.10 The rights, privileges and duties appurtenant to the Member's class of membership.

4.6 Dissolution. In the event of a permanent dissolution of the Association and title to the Association Property is not transferred, then to the extent permitted by law the Association as part of the Association's dissolution process or wind up of affairs, the Association shall designate a trustee to hold title of the Association Property with full powers of mortgage and conveyance, for the benefit of the Members, except that the Recreational Property shall be held for the benefit of only the Regular Members and Social Members.

4.7 Dedication. In no event shall the County be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section, but the County may accept such a dedication and in the event the County does so, the acceptance must be made by formal resolution of the then empowered Board of County Commissioners.

ARTICLE 5 **EASEMENTS**

5.1 Easement Grants. The following easements are granted and/or reserved over, across and through the Property.

5.1.1 Utilities. Non-exclusive easements for the installation and maintenance of Utilities are granted as shown on the Plats of the Property, the grantees including the Association. Within these easement areas, no structure, planting or other material (other than sod), which may interfere with the installation and maintenance of underground Utility facilities, shall be placed or permitted to remain, unless such structure, planting or other material was installed or is hereafter installed by the Developer or the Association, or a reasonable replacement thereof. The Association (or such other entity dedicated such rights in the Plats) is hereby granted access to all easements within which such facilities are located for the purpose of operation, maintenance and replacement thereof.

5.1.2 Drainage. Non-exclusive easements for the installation and maintenance of drainage facilities are granted to the Association, and other entities as shown on the Plats. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed or is hereafter installed by Association. The Association (and any other entity dedicated such rights in the Plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the Water Management System with an established water management or water control district, or with any other party.

5.1.3 Association. The Association Property is hereby declared to be subject to a perpetual non-exclusive easement in favor of the Association, the use of which may be permitted by the Association to its employees, agents and contractors in order that such employees, agents and contractors may carry out the Association's and their duties.

5.1.4 Institutional Mortgagee. A non-exclusive easement is hereby granted to each Institutional Mortgagee for the purpose of access to the property subject to its mortgage.

5.1.5 Owners. A non-exclusive easement is hereby granted for ingress and egress over, across and through all Streets for Owners/Members of the Association.

5.1.6 Golf. A non-exclusive easement is granted throughout the Property to permit the doing of every act necessary and incident to the playing of golf on the Golf Course. These acts shall include, without limitation the recovery of golf balls from Association Property and with a Lot Owner's permission from that Lot, the flight of golf balls over and upon Lots, the use of reasonably necessary and usual equipment upon the Golf Course, the creation of the usual and common noise level associated with the playing of golf, together with all such other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation and maintenance of a golf club. The Association shall have no liability or obligation with respect to any damages or other claim resulting from, concerning, or arising out of the playing of the game of golf within the Property, including but not limited to the damage

or destruction of property or injury to persons caused by the playing and the game's equipment.

5.2 Additional Easements. The Association shall have the right to grant such additional (including, without limitation, easements to private data or cable television service companies) easements or to relocate existing easements throughout the Property as the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property.

5.3 Restriction on Owner Easements. No Owner shall grant any easements upon any portion of the Property to any person or entity, without the prior written consent in recordable form of the Association.

ARTICLE 6 **ASSESSMENTS AND LIENS**

6.1 Authority. The Board shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.1.1 Liability: Current. An Owner, regardless of how the Owner acquired title, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while the owner of a Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Property or by abandonment of the Lot upon which the Assessments are made.

6.1.2 Liability: Prior. An Owner is jointly and severally liable with the previous owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title, except for the liability of Institutional Mortgagee as expressly stated below. The Owner's liability is without prejudice to any right the Owner may have to recover any amounts paid by the present Owner from the previous owner.

6.2 Annual Assessments. The Association shall assess the Owners and Members sufficient monies to meet budgeted expenses which may take into account the prior year's anticipated surplus.

6.2.1 Levy. Annual Assessments shall be determined for each fiscal year pursuant to (i) a separate operating budget and a separate major repair, replacement and capital items budget for the Recreational Facilities and (ii) a combined operating and major, repair, replacement and capital budget for the Common Property. The Association's administrative and other expenses, including, but not limited to reserves, if any, which pertain or apply, in whole or part, to both the Recreational Facilities and the Common Property, shall be equitably apportioned in each instance by the Board, in its sole discretion. To the extent practicable, in the Board's sole discretion, budgets shall be prepared in a manner consistent with past practices.

6.2.2 Owner Consent. Each annual budget shall be subject to the approval of the Owners entitled to vote thereon in accordance with the Bylaws.

6.2.3 Maximum. Notwithstanding the foregoing, if the budget for the Recreational Facilities and the Common Property for the prospective fiscal year is not duly adopted by the Members, then, pending subsequent approval by the Members, that such budget, excluding reserves and non-recurring capital expenses, shall not exceed one hundred ten (110%) percent of the then current fiscal year's actual operating expenses, major repairs, replacement and capital budget unless the foregoing limitation is waived for the prospective year by the consent of a majority of the Members' voting interest present, either in person, or by proxy or by absentee ballot, at a properly noticed meeting with a quorum for the matter in question, and entitled to vote on the matter in question.

6.2.4 Rate. All Lots shall be assessed at a uniform rate so that all Lots subject to an Assessment shall be assessed equally for Common Property. In addition, Social Members and Regular Members shall be assessed at a uniform rate for Association expenses, major repair, replacement and capital items not for Common Property.

6.2.5 Frequency. Annual Assessment installments shall be collectible in advance as the Board shall determine, including by example, but not limitation to collecting in equal monthly installments per class during the first eight (8) months of a fiscal year. The Association shall provide written notice to each Member fourteen (14) days in advance of an assessment payment due date of the amount and due date; however, failure of a Member to receive the notice is not a defense whether to non-payment, lien enforcement or otherwise.

6.3 Special Assessments. The Board may levy a Special Assessment when the funds available are not reasonably anticipated to meet the Association's needs; however, Owner approval is required if the levy: exceeds five percent (5%) of the then current year's annual assessment of Regular Members: is for Improvements that are not reasonably required for maintenance, repair or code compliance. Owner approval shall be by the consent of a majority of the Members' voting interests present, in person, by proxy or by absentee ballot, and entitled to vote on the matter in question; however,

6.3.1 Approval. Special Assessments relating to the Recreational Facilities shall be allocated among the Regular and Social Members as provided in the Governing Documents.

6.3.2 Emergency Special Assessments. Subject to the limitations and conditions set forth in the Governing Documents, the Board may levy a special Assessment when, in the sole determination of the Board, there is an emergency, that being imminent potential danger of damage or loss to the Association, a person or property. An emergency special Assessment may be utilized to pay for preventative, protective or remedial construction, reconstruction, Improvements, repairs or replacements. Events justifying an emergency special Assessment include, but are not limited to, casualties such as hurricanes, floods,

and fires. An emergency special Assessment shall be collectible in such manner as the Board shall determine in conformity with Section 6.2.4.

6.4 Individual Assessments. The Association may levy and collect an individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements within or without the Lot, which the Owner thereof has failed or refused to perform, and which failure or refusal has, in the opinion of the Association, endangered or impaired the use or value of other portions of the Property, or for a fine (“Individual Assessment”). An Individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. An Individual Assessment shall be collectible in the same manner as an Assessment.

6.5 Effect of Non-Payment of Assessments. A notice of Assessment from the Association to a Member shall designate when the Assessment is due and payable.

6.5.1 Delinquency. If an Assessment is not paid on the date due, the Assessment shall be delinquent and shall bear interest at the maximum rate allowed by law, from the date when due until paid, plus collection costs, court costs, and attorney’s fees.

6.5.2 Collection. The Assessment, together with interest, collection costs, attorneys’ fees and court costs, are a continuing lien against the Lot against which the Assessment is made, and are a continuing personal obligation of the Owner thereof.

6.5.3 Lien. If an Assessment is delinquent, then the Association shall record a claim of lien in the Public Records of the County, setting forth the amount of the unpaid Assessment.

6.5.3.1 The claim of lien shall secure all Assessments together with interest, collection costs, attorneys’ fees and court costs, each as of recording, and which are levied and accrue until payment of the lien in full.

6.5.3.2 Regardless of the date of recording a claim of lien, the effective date of the lien shall relate back and the lien shall take priority as of the date of recording the original Declaration, August 25, 1983, except as expressly stated otherwise herein.

6.5.3.3 Upon payment in full, the Association shall upon provide a satisfaction of lien in recordable form.

6.5.4 Acceleration and Suit. If any Assessment, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may:

6.5.4.1 Declare the entire Assessment immediately due and payable.

6.5.4.2 Bring an action to collect the monies, including without limitation actions to foreclose the lien against the Lot assessed and an action on the personal obligation of the Owner. The prevailing party in any such action shall be entitled to their reasonable attorney's fees and court costs.

6.5.4.3 If the Owner or someone claiming under or through the Owner is in possession of the Lot after a foreclosure judgment has been entered, the Association may require the Owner and the person in possession, jointly and severally, to pay a reasonable rent for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Association may obtain the rent directly from the Renter and is entitled to the appointment of a receiver to collect the rent, and the expenses of the receiver must be paid by the party who does not prevail in the foreclosure action.

6.5.4.4 Equity. If a delinquent Owner has as a Member a right to a return of equity or to payment of a loan to the Association, after ten (10) days advance notice is mailed to the Owner, the Association, in addition to any other remedy provided by law or equity, in its full and complete discretion may pay the delinquent monetary obligations by set off against and reducing the amount of the Equity owed to the Owner/Member and/ the amount of any loan owed by the Association to that Owner/Member.

6.6 Renter Assessment Liability. In addition to, and not in the stead of the remedies provided in the Governing Documents and law, if a Lot is leased, and if the Lot's, or that Owner's monetary obligations to the Association becomes delinquent, then the Renter of the Lot is jointly and severally liable with the Lot's Owner for that Owner's monetary obligations to the Association as set forth herein.

6.6.1 Liability. The Renter's monetary obligations to the Association, subject to the liability limit in the following paragraph include, but are not limited to, all Assessments and installments, interest, late charges, collection fees and costs, court costs, attorney's fees, and any other monetary obligation of that Lot Owner and of that Lot to the Association, that are due as of the date of the Association's notice to the Renter, and accruing to the date all of that Lot's and that Lot Owner's monetary obligations are paid in full, regardless of whether the lease is terminated or otherwise concluded.

6.6.2 Limit. The liability of a Renter of an Owner is limited to the amount of monies due from the Renter to the Owner at the time of the Association's notice and thereafter, except that a Renter's pre-payment of a lease obligation shall not excuse the Renter for liability for the amount of the pre-payment unless within fourteen days of the Association's initial notice to the Renter, the Renter provides the Association proof of payment in the form of a canceled check and the pre-payment is either: expressly stated in the lease; or, the pre-payment is for one (1) installment of monthly rent as expressly provided in the lease and paid within five (5) days of the installment due date.

6.6.3 Assignment. Each Lot Owner, contingent upon the default of either the portion of the Lot's or the Lot Owner's monetary obligations to the Association, transfers, assigns, conveys, set over and delivers to the Association all monies, whether as rent or otherwise, owing under the lease with the right, but without the obligation, to collect all of said monies which may come due under the lease.

6.6.4 Payment. Upon the Association's notice to the Renter, the Renter shall pay all monies, whether as rent or otherwise, owing pursuant to the lease, directly to the Association until payment of the monetary obligations as provided for in this Article are paid in full.

6.6.5 Notices. The Association may communicate to the Owner's Renter and occupants, and their agents, the amount the Association claims due. The Owner irrevocably authorizes the Renter to rely upon and comply with any notice or demand from the Association for payment to the Association of any monies due under the lease.

6.6.6 Eviction. In addition to all other remedies, the Association may enforce the Renter's liability by evicting the Renter, either in the Association's name and/or in the name of the Owner.

6.6.7 Lease. A Renter is prohibited from occupying the leased Lot after the end of lease term as stated in the lease if that Lot's or if that Lot's Owner's monetary obligations are not paid in full to the Association, or if arrangements acceptable in the Association's discretion for full and complete payment have not been accepted in writing by the Association, except if the Renter becomes an Owner of an undivided fee simple interest in the unit prior to the end of the lease term.

6.7 Certificate of Assessments. The Association shall prepare a roster of the Lots and the Assessments applicable to each which shall be kept in the office of the Association and shall be open to inspection by all Members upon a request as provided by law. At the request of an Owner, the Association shall prepare a Certificate of Assessments setting forth whether the Owner's Assessments have been paid and/or the amount which is due as of the date of the Certificate. As to parties other than the Owner without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.8 Subordination of Lien to Mortgages: After the effective date of this provision if a first mortgage against a Lot is properly perfected by recording in the Public Records of the County before the Association's claim of lien is recorded in the Public Records, then the liability of the Lot and the owner or holder of the first mortgage (and if the owner or holder's successor or assignee is the subsequent owner or holder of the first mortgage, then the owner or holder's successor or assignee) who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments and any other monetary obligation to the Association which is or could be secured by a lien against the Lot, and that became due before the first mortgagee's acquisition of title is limited to the lesser of:

- The Lot's unpaid Annual Assessment installments and special Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or,
- One percent (1%) of the original first mortgage debt.

This liability limitation applies after, and as a result of foreclosure of a first mortgage only if the owner or holder of the first mortgage initially joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the holder of the first mortgage.

6.8.1 Future Liability. Notwithstanding the above, mortgagee liability limitations shall be expanded in the Association's favor to the fullest extent permitted by the Homeowners' Association Act, as amended from time to time, unless the change is rejected by the Board.

6.8.2 Future Assessments. No sale or other transfer shall relieve any Lot from liability for any Assessments thereafter becoming due nor from the lien of any such subsequent Assessment.

6.9 Ownership of Multiple Lots. If a Member owns more than one (1) Lot, that Member shall pay Assessments and all Member fees and charges without regard to the nature thereof, on and relating to each Lot, and all other charges for each such Lot. If a Member owns adjacent Lots the Lots shall not be merged and the Member must maintain a separate Membership for each Lot, including paying a separate Assessment levy and other charges relating to the Membership for each Lot, regardless of the number of residences on the Lots. This does not prohibit a Member from recording a unity of title instrument for ad valorem tax or lot set-back purposes after obtaining the Board's prior written approval; however, the unity of title shall not affect the Lots' or the Member's monetary obligations to the Association.

6.10 Exempt Property. The following portions of the Property shall be permanently exempt from the payment of all Assessments by the Association:

6.10.1 All property dedicated to, or owned by, the Association, including but not limited to the Streets and Recreational Property.

6.10.2 All property dedicated to, or owned by, the water management, water control district or other party responsible for maintenance of the Water Management System.

6.10.3 All property dedicated to the County.

ARTICLE 7
MAINTENANCE OF PROPERTY

7.1 Association. The Association must maintain, except as set forth in this Article, the Association Property which shall include, but not be limited to:

7.1.1 The entrance area of the Property, including the guard house, shrubbery, signs, street lights, walks, sprinklers and other Improvements located within the Association Property on or about the entrance area.

7.1.2 The Streets and other areas of Improvements related thereto within the Property, including signs, street lights, walks, sprinklers, and other Improvements.

7.1.3 The gates, walls, street lights, fences and hedges located within or around the perimeter of the Property.

7.1.4 The Water Management System.

7.1.5 All other property, facilities, Improvements or equipment which the Board determines would properly serve and benefit the Members of the Association.

7.2 Owner. The Owner of a Lot must maintain the Lot in a clean and sanitary condition, including, but not limited to the Improvements and exterior or all Improvements upon the Lot, landscaping, patios, terraces, gardens and similar areas, and as follows:

7.2.1 Landscaping. Upon the completion of a Lot's Dwelling, the lawn area on all sides of such Dwelling shall be completely sodded with grass, including areas adjacent to each Street bounding the Lot which may be off the Lot or included in easements or rights-of-way, it being the intent and requirement that all completed Dwellings shall be surrounded by a uniform green, luxuriant and well-kept lawn.

7.2.1.1 Landscaping must be completed in accordance with the approved plan within thirty days of the issuance of a Dwelling's Certificate of Occupancy. No alteration to landscaping may be made without the prior written approval of the A.R.B.

7.2.1.2 Each Lot's lawn shall extend to the pavement of each adjacent street, except not covering sidewalks.

7.2.1.3 Upon the sodding of a Lot, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green, luxuriant and well-kept lawn at all times. Grass growth shall not exceed a maximum of four inches above the ground at any time.

7.2.1.4 All trees, shrubbery and other plants shall be appropriately trimmed as needed.

7.2.1.5 Each Lot shall be equipped, kept in good repair and must be used to maintain the lawn and other landscaping in a luxuriant and well-kept condition at all times: an underground lawn irrigation system; an electric, automatic pump sufficient to fully and adequately irrigate the entire lawn, including all swale and areas abutting the Lot to the edge of the pavement of the adjoining street(s) whether or not said swale area is part of the Lot; and, an automatic timeclock.

7.2.1.5.1 Irrigation heads shall be adjusted so as not to place water on each Street abutting a Lot.

7.2.1.5.2 If a well supplies water to an irrigation system, the system shall include a rust inhibitor which shall be kept in good repair at all times, sufficient to prevent any and all rust stains on any part of the Lot and adjacent areas, including but not limited to, stains on the Dwelling, sidewalks, entries, equipment, Streets, driveway and landscaping.

7.2.2 Trash. No rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

7.2.3 Sidewalk and Swale. The Owner must maintain the area between the Owner's Lot boundary line and the pavement of each adjacent Street, including all landscaping except for trees.

7.2.4 Repairs. All exterior repairs and replacements made by an Owner shall be subject to the approval of the Architectural Review Board.

7.2.5 Negligence. The expense of any maintenance, repair or construction of any portion of the Association Property, or of any Improvements necessitated by the negligent or willful acts of an Owner, or his licensees, or family shall be borne solely by such Owner, and the Owner's Lot. In addition to the remedies provided by the Governing Documents, the Owner and the Owner's Lot shall be subject to an Individual Assessment for such expense and otherwise shall be subject to fining and enforcement remedies.

7.2.6 Enforcement. In addition to all remedies provided in the Governing Documents, if an Owner fails to maintain the Owner's Lot the Association shall have the right, in its discretion, but not an obligation, to enter the Lot and cure in whole or in part, the maintenance issue, including but not limited to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or remove growths from the Lot; provided, that at least ten days prior notice shall be sent by the Association to the Owner before the entry, except in the case of an emergency when no notice is required. The cost of the work shall be an Individual Assessment against the Lot.

ARTICLE 8
ARCHITECTURAL CONTROLS

This Declaration created and continues a general plan and uniform scheme of development of the Property as a residential community of high quality and harmonious Improvements.

8.1 Architectural Review Board. The A.R.B. shall consist of not less than three (3), nor more than six (6) persons. In addition to the authority provided below, the A.R.B. has the authority to recommend a general plan for development of all Lots, and standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes, provided such standards are consistent with the terms of this Declaration and are approved by the Board in whole, part or as the Board may amend.

8.1.1 Application. No Improvement, landscaping or other item on a Lot which may be visible beyond a Lot's boundary shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications are approved in writing by the A.R.B.

8.1.1.1 As part of the application process, a Lot Owner must seek and obtain written approval in advance of any work by providing a completed written application on such form as may be provided or required by A.R.B, which must include:

- Two (2) complete sets of plans and specifications prepared and sealed by: a Florida licensed architect or engineer; a Florida licensed landscape architect for a landscaping application; or, a person found to be qualified by the A.R.B.;
- Lot site plan identifying the Lot's boundaries and set-backs, and with measurements of the proposed work to nearest Lot boundaries, set-backs and existing Improvements;
- Floor Plans;
- Exterior elevation drawings with dimensions;
- Detail of the nature, kind, shape, height, materials, color schemes;
- Samples of exterior finishes; and,
- Contractor's license and contractor's proof of liability and workers' compensation insurance in the form set by Rule and Regulation.
- Application fee and deposit.

8.1.1.2 If the application is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require the submission of additional or supplemental information, including but not limited to larger samples of building materials and colors proposed to be used.

8.1.1.3 All construction shall be by a licensed general contractor as approved in writing in advance by the A.R.B.

8.1.2 Review. The A.R.B. shall have the right to refuse to approve any Lot Owner's Lot application, plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reason provided by the Governing Documents, including but not limited to the lack of insurance or the Lot Owner not being in Good Standing. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area, the effect thereof on adjacent or neighboring property, and any restrictions in the Governing Documents.

8.1.3 Commencement. No work or mobilization shall commence on or concerning any Lot before the Lot Owner and Owner's contractor obtains a written receipt from the Association for the Owner filing with the Association proof of required insurance, building permit, notice of commencement and bond. The Owner shall have a continuing duty to do keep on file an up to date certificate of insurance and not let required insurance to lapse or be reduced.

8.1.4 Timing. Except as otherwise provided hereinbelow with respect to the construction of Dwellings, or as specifically excepted by the A.R.B., construction of all Improvements for which the approval of the A.R.B. is required under this Declaration, shall be completed within the time period specified by A.R.B.

8.1.5 Decision. Upon approval by the A.R.B. of plans and specifications, the Association shall notify the applicant and the Board in writing setting forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications, the Association shall notify the applicant in writing, stating the grounds upon which such disapproval is based.

8.1.6 Appeal. Any applicant or Director may appeal the decision of the A.R.B. to the Board within thirty (30) days of the A.R.B.'s decision. The determination of the Board shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any law, or zoning or building ordinance or regulation.

8.2 Occupancy. Before the occupancy of any Improvement on a Lot the Owner shall obtain a Certificate of Occupancy from the County, any local agency, and municipality, if required by law, and from the A.R.B., certifying that the Improvement's exterior appearance appears to have been completed in accordance with the plans and specifications previously approved by the A.R.B. The A.R.B. or the Board may, from time to time, delegate to a member or members of the A.R.B., the responsibility for issuing such Certificate of Occupancy. This certificate is not binding upon an issuing authority or entity, or admissible in any proceeding as a waiver or permission for an improper Improvement, alteration or change to remain.

8.3 Inspection. There is specifically reserved unto the A.R.B., to any agent or member of the A.R.B. as authorized by the A.R.B., and others as may be authorized by the Board, the right of entry and inspection upon any portion of the Lot which is the subject of a pending application, or work, for the purpose of determination by the A.R.B. whether there exists any construction of any Improvement which violates the terms of any approval by the A.R.B., laws, codes and ordinances, the Governing Documents, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. Such right of entry shall be upon reasonable advance notice to the Owner of the Lot, except in an emergency.

8.4 Removal. If any Improvement shall be constructed or altered without the prior approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with the Owner's plans and specifications originally approved by the A.R.B. or in the A.R.B.'s discretion as existed before the construction or alteration. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association which sum shall be an Individual Assessment against the Owner and the Owner's Lot.

8.5 Standards. The A.R.B. may recommend to the Board from time to time, design and development standards for the Lots, including but not limited to the following:

- Roof and roof design.
- Fences, walls and similar structures
- Exterior building materials and colors.
- Exterior landscaping.
- Signs and graphics, mail boxes, address numbers and exterior lighting.
- Building related height, bulk and design criteria.
- Pedestrian and bicycle ways, sidewalks and pathways.

8.6 Variances. The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided however, that the variance sought is reasonable, not caused by the applying Owner, and does not impose a hardship upon another Owner. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion, nor does it create a waiver or bar to enforcement. A variance is subject to the Board's review within thirty (30) days of the issuance of a variance, and conformation, modification, or veto.

8.7 Fees and Deposits. The Board may adopt a schedule of reasonable fees for processing requests for approval and deposit amounts to protect the Association from damages and expenses during, relating to or regarding the Construction and to pay for fines. Such amounts shall be payable to the Association at the time that the application is submitted to the A.R.B. The payment of such fees and deposits, as well as other expenses of the A.R.B. required to be paid shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot as provided hereinabove.

8.8 Indemnity. Neither the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Property or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. or the Association in connection with the approval or disapproval of an application, plans or specifications.

8.8.1 Each Owner and occupant of any property within the Property, their successors and assigns, including but not limited to acquiring title thereto or an interest therein, or by assuming possession thereof, that they shall not bring any action or suit against the Association, the directors or officers of the Association, the members of the A.R.B., or their respective agents, in order to recover any relief, whether declaratory, injunctive, damages, or otherwise concerning, flowing from, regarding, or relating to the acts or omissions of the A.R.B, and the Owner and occupant shall hold harmless and defend those persons from such claims.

8.8.2 The Association shall indemnify, defend and hold harmless each of the A.R.B.'s members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members, except where the member of A.R.B. is adjudged guilty of willful misfeasance or malfeasance in the performance of duties, intentional wrongful act, or a criminal act; provided however, that in the event of a claim for reimbursement or indemnification based upon a settlement, the indemnification shall apply only if the Board approves such settlement and reimbursement as being in the best interest of the Association, and the requestor cooperates completely with the Association including but not limited to the Association's reasonable selection of counsel to provide a defense to the A.R.B. member. This shall not prevent the Association from enforcing the Owner and occupant's duty to indemnify, hold harmless and defend. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a member of the A.R.B. may be entitled.

8.8.3 Neither the directors or officers of the Association, the members of A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. An Owner submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE 9 **USE RESTRICTIONS**

The use of the Property shall be subject to the following:

9.1 Residential Use. Each Lot shall be used only as a single family, private, residential dwelling and for no other purpose. No business or commercial building may be erected on any Lot and no business or commerce may be conducted on any part of a Lot.

9.2 Leasing. No lease agreement shall be made or occur, nor shall any Renter or person claiming through a Renter occupy a Lot until the Association approves in writing the lease agreement, Renter and all adult occupants, and the Owner and Renter receive the written approval. A lease agreement for the purposes of this Article shall include but not be limited to any arrangement, express or implied, allowing a non-owner to occupy of a Lot for compensation, directly or indirectly, including but not limited to by license, use, possession, or otherwise,

9.2.1 Form. A lease agreement must be in writing, binding upon the parties conditioned upon the Association's approval, and utilizing an agreement form and/or a standard rider form that may be required by the Board. The lease agreement shall provide, and if it does not expressly provide then the lease shall be deemed to provide, that the Association shall have the right to terminate the lease upon the failure of the Lot Owner, Renter or any family, occupants, servant, or service provider to observe or follow any provision of the Governing Documents. A Renter's use of the Recreational Facilities, if any, shall be provided in the Governing Documents.

9.2.2 Entirety. A lease agreement must be for the entire Lot. No portion of a Lot may be leased whether a room or otherwise.

9.2.3 Duration. No Owner shall be permitted to lease a Lot during the first two (2) years following the Owner's acquisition of the Lot, or for a period of less than one (1) year, or to any Renter or a member of a Renter's household for a period greater than twenty-four (24) months; further no such lease shall be approved if it permits an extension of the term of the lease beyond a twenty-four (24) month term or if the proposed Renter has been convicted of a felony crime.

9.2.4 Approval. The Board may require a uniform form of application for Association approval. The Owner and proposed Renter shall provide the application to the Association no less than thirty (30) days before the anticipated commencement of the lease with:

- A legible duplicate of the signed lease agreement;
- Three (3) Renter references;
- The Owner's Application Fee as set by the Board; and,
- The Owner's deposit of one (1) month's rent or as otherwise determined by the Board to protect against damage to the common area, Recreational facilities, unpaid fines, concerning which any Association duty to handle and refund is due solely to the Lot Owner, and not the Renter or any other person.

A proposed renter and occupant shall meet the same background qualifications as a proposed Owner, except as the Board may determine. Failure of the Board of Directors to respond within thirty (30) days after date of submittal of all required application documents, including not limited to supplemental requests, will constitute approval of the lease by the Board.

9.2.5 Renter may use the Recreational Facilities only upon compliance with the “Rental Program”, if any, contained in the Governing Documents, provided however, that:

9.2.5.1 The Lot Owner must be and remain in Good Standing during the term of the lease agreement.

9.2.5.2 The Renter may only exercise the rights attributable to the Lot Owner’s Member class.

9.2.5.3 The Lot Owner when that Lot is leased, must not access or use the Recreational Facilities except the Clubhouse to attend a Committee, Board or Members’ meeting.

9.2.6 Enforcement. The Association is deemed an agent of the Owner for the purpose of instituting any eviction, ejection or other proceeding against a Renter violating the Governing Documents. The Association shall be entitled to recover any and all of the Association’s costs and expenses, including attorney fees, in the event it institutes the legal eviction or enforcement proceedings concerning a tenancy.

9.3 Timesharing. No timesharing, or time interval ownership is permitted.

9.4 Club Membership. Any natural person or an entity obtaining title to a Lot, including but not limited to a purchaser at a public, tax, clerk’s, judicial, execution and sheriff’s sale, except as expressly stated below, is required to simultaneously become a Regular Member and to maintain that membership in Good Standing at all times during the ownership.

9.4.1 Verification. No deed or other instrument purporting to convey title to a Lot, including without limitation gifts, devises, conveyances by operation of law, and family estate planning instruments, shall be effective to convey title unless recorded with the deed or instrument, or at the time of the inheritance or transfer by operation of law, an Association Verification which shall be in recordable form executed by an authorized agent of the Association confirming that the grantee provided sufficient information for the Association to admit the grantee as a Regular Member, except as expressly stated below

9.4.2 Other. An Owner who was not a Regular or Social Member of Association as of June 17, 2003 was not required to become a Regular Member or a Social Member of the Association; however, when such an Owner who is not a Regular Member or a Social Member conveys a Lot, the immediate and each future or remote grantee shall comply with the Governing Documents, including, but not limited to, the requirement that all new Members must be Regular Members.

9.4.3 First Mortgagee. Notwithstanding the above, a First Mortgagee, or an entity or person affiliated with the First Mortgagee, that acquires title to a Lot as a result

of foreclosing a mortgage on the Lot or obtaining a deed in lieu of foreclosure, shall not be required to become a Regular Member and if the First Mortgagee does not, then it shall be a Non-Recreational Member; however, each future and remote grantee must qualify and become a Regular Member pursuant to the Governing Documents.

9.5 Designated Occupant. When a Lot is owned or leased by other than a natural person, such as a corporation, partnership, limited liability company trust, or other entity other than Association, an authorized managing agent of the entity, i.e. president or General Manager, partner, or trustee, must designate, at least ten (10) days prior to acquiring title: one (1) natural person, or two (2) natural persons who reside together, who shall be entitled to use the Lot and Recreational Facilities with the designee's Family and to exercise the Member and Owner rights of the entity.

9.5.1 The Owner must provide the Association the names of the those related persons who can access, occupy and use the Lot, and only those persons listed may be permitted to have access, occupancy use the Lot and/or Dwelling.

9.5.2 Upon the Association's request the Member shall provide the Association written proof of relationships, including birth certificates.

9.6 Occupancy. Occupancy and use of a Lot may only be by the Designated Family, and not be transferred except through conveyance, transfer by operation of law, or lease, except as approved by the Association in accordance with the Governing Documents.

9.6.1 Upon demand by the Association a Lot Owner must remove a person occupying a Lot because of a failure of such person to comply with the Governing Documents.

9.6.2 If the Lot Owner fails to remove the person, the Association, as agent of the Lot Owner, may take such action as it deems appropriate to accomplish the removal, including but not limited to eviction, ejection or other action to place the Owner or the Association in possession of the Lot, all such action by the Association shall be at the cost and expense of the Lot Owner, and the Lot Owner must reimburse the Association for costs, together with such attorneys' fees (including appellate and bankruptcy attorneys' fees and costs), as the Association may incur in the removal.

9.7 Animals. No animals may be kept on the Property, except as required by law, and except as permitted by the Governing Documents an Owner may keep on the Owner's Lot: dogs; cats; fish; birds; but, no other animals, whether poultry, reptiles, or otherwise.

9.7.1 No more than two (2) of each type of permitted animal is permitted within or upon a Lot, with the exception of fish which are not limited in number.

9.7.2 No animal may be kept, bred or maintained for any commercial purpose.

9.7.3 Outside of a Dwelling, each animal must be restrained and/or kept on a leash under the control of a responsible person at all times.

9.7.4 No animal shall enter a Lot other than the Lot on which the animal is kept, except as invited by the Lot's Owner or occupant.

9.7.5 No animals shall be on the Recreational Property except as required by law.

9.7.6 Off of the Owner's Lot, an animal may use areas only as may be designated by the Board for exercise and relief.

9.7.7 An animal's owner must clean and remove all excrement after an animal relieves itself, appropriately disposing excrement using the sanitary containers on the Owner's Lot.

9.7.8 The Board may order the removal of any animal which is considered a nuisance, in the Board's sole discretion. In such event, the Board shall give written notice to the animal owner, and the pet shall immediately thereafter be permanently removed from the Property.

9.8 Boats. No boats and other watercraft are permitted on the Property, except for Boats which are kept inside a closed garage or kept or utilized by the Association. Mooring facilities on any lake or other water area shall be limited only to those which may be provided by the Association.

9.9 Vehicles, and Trailers. No vehicle may be kept, placed or parked on a Lot except four wheeled vehicles designed for passenger use, not primarily to transport cargo or for commercial use, and not listed as a prohibited vehicle.

9.9.1 Prohibited Vehicles. No truck, trailer, vehicle designed for recreational, cargo or commercial purposes, vehicle displaying commercial material except for standard manufacturer and dealer markings, or other motor vehicle, is permitted on the Property, except for a vehicle of an aide to the member residing in the dwelling or when parked in a garage with the door closed, or when in transit directly to or from a Lot. A vehicle which exceeds any of the following is conclusively presumed to be a commercial vehicle: load capacity in excess of one-half (1/2) ton; height of seven (7) feet; width of (8) eight feet; or, length of twenty (20) feet.

9.9.2 Legal. Each vehicle must be properly registered and display current valid license plate(s). As with any vehicle operating on a Street, golf carts must be equipped, maintained and operated in accordance with law.

9.9.3 Maintenance. Each vehicle must operate under its own power and be well maintained and not displaying body damage visible off the Lot on which the vehicle is parked. No maintenance or repair of any vehicle, boat, or trailer shall occur on the

Property except within a closed garage, except for a minor repair such as changing a flat tire or dead battery, and car washing.

9.9.4 Street. No vehicle of any kind shall be parked overnight on any Street.

9.9.5 Exceptions. Notwithstanding the foregoing, service and delivery vehicles may park on a Lot or Street during regular business hours to provide services or deliveries to the Lot. Vehicles utilized by the Association and those while providing services and deliveries to the Association are not prohibited by this Article.

9.10 Temporary and Ancillary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, vans, tents, shacks, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof; except, after obtaining the Association's prior written approval for no more than thirty-six hours, nor more than once per year, for a social celebration for a member of the Lot Owner's Family, or as stated below.

9.10.1 An approved shed, garden house, garage and any other similar Improvement shall be attached to the Dwelling so that the Improvement and the Dwelling constitute a single permanent structure.

9.10.2 Approved air-conditioning units, generators, pool pumps and other equipment located outside a Dwelling shall be screened from view off the Lot by appropriate landscaping.

9.11 Insurance. No Owner shall permit or cause anything to be done or kept on the Property which will, or is reasonably anticipated to, increase the rate of insurance on any portion of the Property except that Owner's Lot.

9.12 Nuisances. No Owner shall permit or cause any use or practice which is illegal, immoral, violates a code, rule or ordinance, or which is an annoyance to or interferes with the peaceful possession and proper use of the Property by another Owner or resident. As an example, and not limitation, no Owner shall permit, make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of another Owner or resident.

9.13 Outside Displays. Except as required by law, no Owner shall permit or cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Owner's Lot, nor place any furniture or equipment outside the Improvements on the Owner's Lot, except with the prior written consent of the Association. This provision shall not prohibit the use of patio furniture within the confines of a patio appurtenant to a particular Lot.

9.14 Antennae. No radio, television or other electronic antennae or aerial may be erected or maintained anywhere on the Association Property or on the exterior of any Lot or Dwelling unless required or allowed by law, unless approved by the A.R.B.

9.15 Minimum Size of Dwelling. No Dwelling having an area of less than 3,000 air conditioned square feet shall be erected on any Lot. In computing square footage, credit shall not be given for porches, garages, patios or similar areas.

9.16 Height of Dwelling. No Improvement more than two (2) stories in height shall be erected, constructed or maintained on any Lot, and in no event shall an Improvement exceed thirty- five (35) feet in height from the top of the lowest slab.

9.17 Foundation of Dwelling. All Dwellings shall be placed on concrete foundations. The top of the masonry foundation slab shall be between twenty-four (24) and thirty-six (36) inches above the crown of the Street abutting the front of the Lot; provided however, that this requirement may be modified with the prior written approval of the Board.

9.18 Subdivision of Lots. No Lot shall be subdivided.

9.19 Elevation and Grade of Lots. No change in the elevation of a Lot shall be made, nor shall any fill be used beyond the Lot's boundary line, without the prior written consent of the A.R.B. and the Board. No water abutting a Lot shall be filled without the prior written consent of the A.R.B and the Board. The grade at the property line separating two Lots shall not exceed twelve inches above the crown of the Street upon which the Lots front except as may be required by Federal insurance regulations. The slope of the grade perpendicular to such property line shall not exceed 1/6.

9.20 Access to Lots. Whenever the Association is permitted or required by the Governing Documents to enter a Lot for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entry shall not be deemed a trespass and the Owner shall not permit any interference with that entry.

9.21 Set-back Requirements. The construction of all Dwellings shall be in conformance with the set-back requirements of the County and the Governing Documents; provided however, that no Dwelling or Improvement shall be erected, placed or maintained nearer than thirty (30) feet from the front or nearer than ten (10) feet from the side Lot, fifteen (15) feet from the rear Lot line, unless approved by the A.R.B. and the Board, or expressly excepted in the Governing Documents.

9.21.1 Irregular Lots. Notwithstanding the foregoing, in the case of irregular Lots only, the A.R.B. with the consent of the Board in each instance may approve individual variances from setback restrictions upon a showing of significant need, which variances shall not constitute a waiver of the set-back restriction for any other Lot.

9.21.2 Corners. With respect to a corner Lot, the Lot line opposite the Lot line upon which the residence fronts shall be deemed to be a rear Lot line and the setback restrictions for rear Lot lines shall apply; further, the set-back from the side Lot line of a corner Lot shall be twenty-five (25) feet from the adjacent right-of-way.

9.21.3 Exceptions. Notwithstanding the minimum set back requirements set forth above, if approved by the A.R.B. the following may be installed: landscaping; screen enclosures but not within ten feet of side or rear Lot lines; pool decks but not within five (5) feet of side or rear Lot lines; underground installation; and, equipment servicing the Lot which must be located completely within four feet of the house's exterior side walls or rear wall, and no closer than six (6) feet to the side or rear boundary, and not located in front of a house.

9.22 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot without the prior written approval of the A.R.B.

9.23 Garages. No Dwelling shall be erected without providing an enclosed garage attached to the Dwelling which is of sufficient size for: two (2) nor more than three (3) standard size automobiles; and, one (1) golf cart.

9.23.1 Carports. No carports shall be constructed or maintained.

9.23.2 Doors. Each garage vehicle and golf cart entry must be equipped with a remote control electric door opener which must be maintained in good repair. Garage doors shall be kept closed at all times, except as temporarily necessary for ingress and egress of the garage.

9.24 Driveways. Each Lot and Parcel shall have a paved driveway of stable and permanent construction. Unless the prior written approval of A.R.B. is obtained, the driveway base shall be concrete. Under no circumstance may a driveway consist of asphalt, grass or stones. No parking strips are permitted. Any finish above the concrete must be approved in advance by the A.R.B.

9.25 Signs. No signs, advertisements or notices of any kind shall be displayed to the public view on any Lot or on any item located on a Lot except as required by law; provided however, that each owner may display two (2) professionally designed and prepared signs of not more than one (1) square foot, announcing the name of the occupant and/or the house number of the residence.

9.26 Easements. No Dwelling or other Improvement, or any tree, bush, shrub or other landscaping of any kind shall be built, placed, or maintained upon any easement or right-of-way. Easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

9.27 Trash and Containers. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers until properly disposed of off the Property, which shall be placed in a garage or in a walled area so that they are not visible from an adjoining Street, adjacent properties, Common Area, Golf Course, or Lot. Trash, refuse or waste materials shall not be burned on any Lot.

9.28 Fuel and Tanks. All oil, gas and other fuel tanks with the exception of two (2) 20 lb propane tanks must be kept underground.

9.29 Walls, Fences, and Hedges. A Lot Owner shall properly maintain the Lot's walls, fences and hedges to ensure that they do not become unsightly.

9.29.1 No wall or fence shall be built, installed or maintained on any Lot with a height greater than four (4) feet within the thirty (30) foot front setback, within the fifteen (15) foot rear setback or within the six (6) feet of any side Lot line.

9.29.2 No hedge shall be planted, installed or maintained on any Lot with a height greater than: four (4) feet within the thirty (30) foot front setback; or, six (6) feet elsewhere.

9.29.3 Chain link fences shall not be erected or maintained at any time upon any Lot, except as temporarily permitted during construction of Improvements on that Lot and are immediately removed at the Owner's expense upon completion of such construction.

9.29.4 Notwithstanding the foregoing, A.R.B., with Board approval, shall have the right to approve individual variances with respect to the height of walls and hedges.

9.30 Rules and Regulations. No person shall use the Property, or any part thereof, in any manner contrary to, or not in accordance with, the Rules and Regulations, including Traffic Regulations, which may be promulgated by the Board from time to time to regulate the use of the Property.

ARTICLE 10 **INSURANCE**

Insurance, other than title insurance, that shall be carried on the Association Property shall be governed by the following provisions:

10.1 Authority to Purchase; Named Insured. Each insurance policy upon or concerning the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if reasonably possible. The named insureds shall be the Association, mortgagees of Association Property, and Institutional Mortgagees as their interests may appear. Provisions shall be made for the issuance of mortgage endorsements and memoranda of insurance to mortgagees. The policies shall provide that payments by the insurer for losses shall be made to the Association and any such Members and Institutional Mortgagees, as their interests may appear. The Owners may purchase insurance on their individual Lots, as they deem appropriate.

10.2 Coverage.

10.2.1 Casualty Insurance. All buildings and insurable Improvements on the Association Property shall be insured for fire and extended coverage perils, excluding

foundation and excavation costs, at their maximum insurable replacement value, and all personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board.

10.2.2 Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Association Property, and insuring the Association and the Members as their interests may appear, in such amounts and providing such coverage as the Board may determine from time to time; provided, that the minimum amount of coverage shall be \$1,000,000 per person, and \$3,000,000 per incident. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

10.2.3 Workmen's Compensation Insurance. The Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.

10.2.4 Flood Insurance. The Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law, if any is required.

10.2.5 Other Insurance. The Association shall obtain such other insurance as the Board shall determine from time to time to be desirable.

10.2.6 Subrogation Waiver. If reasonably available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association, and their respective servants, agents and guests.

10.3 Premiums. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Article shall be a Common Expense, subject to differentiation as is reasonable for the cost relating to Recreational Facilities and functions to be assessed to Regular and Social Members.

10.4 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Members in the following manner:

10.4.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost of such reconstruction or repair, as hereinafter provided.

10.4.2 Failure to Reconstruct or Repair. In the event of loss or damage to personal and/or real property belonging to the Association, and the Board determines not to replace such personal and/or real property as may be lost or damaged, then and in that event, the proceeds shall be retained by the Association.

10.5 Association's Power to Compromise Claims. The Board is irrevocably appointed agent for each Member and for each Institutional Mortgagee or other lien holder, for the purpose

of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon payment of claims.

ARTICLE 11
RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to Reconstruct or Repair. If any part of the Association Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

11.1.1 Recreational Facilities. If the damaged Improvement is part of the Recreational Facilities, the damaged property shall be reconstructed or repaired unless it is determined by the majority of the Regular and Social Members of the Association that it shall not be reconstructed or repaired.

11.1.2 Association Property other than Recreational Facilities. If the damaged property is Association Property other than Recreational Facilities, the Board shall determine whether the damaged property shall be reconstructed, repaired or replaced.

11.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the Improvements as they existed immediately prior to the casualty; or if not, then according to the plans and specifications approved by the Board.

11.3 Estimates of Costs. After a determination is made to rebuild, replace or repair damage to property for which the Association has the responsibility of reconstruction, replacement or repair, the Association utilizing due diligence shall obtain reliable and detailed estimates of the cost to rebuild, replace or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors may require.

11.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, replacement and repair by the Association, or if at any time during reconstruction, replacement and repair, or upon completion of reconstruction, replacement and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Members on a class basis under Section 3.4 herein in sufficient amounts to provide funds for the payment of such costs.

11.5 Construction Funds. The funds for the payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Assessments against Members, shall be distributed in payment of such costs in the following manner:

11.5.1 Association. The Association shall hold the sums paid upon such Assessments and disburse them in payment of the costs of reconstruction and repair.

11.5.2 Construction Fund. The proceeds of insurance collected on account of a casualty shall constitute a construction fund which shall be disbursed in payment of the costs of repair and construction in the following manner and order:

11.5.2.1 As to repair or replacement of any Association property, building or portion thereof to its pre-existing size and/or standards: the construction fund shall be disbursed in payment of such costs upon the order of the Board and upon approval of the reconstruction, replacement or repair by an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

11.5.2.2 As to the repair or replacement of any Association property, building or portion thereof to different size and or standards: the construction fund held by the Association shall be disbursed in payment of such costs upon approval of the Board, and thereafter by the Membership and upon approval of the reconstruction, replacement or repair by an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

ARTICLE 12 **WATER AND SEWER SERVICE**

12.1 With reference to water and sewer service to the Property (“Utility Agreement”), and pursuant to the Declaration as original ownership and control has been transferred to a public Utility of all water distribution and sewage collection and disposal systems located within the Property. All water and sewer facilities used, useful or held for use in connection with providing water service and sewage collection service to the Property shall, at all times, remain in the sole, complete and exclusive ownership of Utility. No Owner shall have any right, title, claim or interest in and to such facilities, or any part of them, for any purpose. No Owner shall have the right to connect any consumer installation to the water and sewer facilities until formal written application has been made to the Utility in accordance with the rules and regulations of the Utility, and until approval for such connection has been granted.

12.2 Utility, or its successors, has the sole and exclusive right to provide all water and sewer facilities and services to the Property. All Owners and occupants of any residence, building, unit or Improvement erected or located within the Property, and all subsequent or future Owners or purchasers of property within the Property, or any portion thereof, shall receive their water and sewer service from the Utility, or its successors, and shall pay for the same in accordance with the terms, conditions, tenor and intent of the Utility Agreement for so long as the Utility, or its successors, provides such services, or either of them, to the Property; and all occupants of any residence, building, unit or Improvement erected or located within the Property, and all subsequent or future Owners or purchasers of property within the Property, or any portion thereof, agree, by occupying any portion of the Property, or by recording any deed of conveyance with respect to the Property, that they will not construct, dig, build or otherwise make available or use water and sewer services from any source other than that provided by the Utility. However, there is excluded from this restriction any water well or water source used

solely and exclusively for the purpose of supplying water for air conditioning, heating or irrigation on any property within the Property.

12.3 The Utility shall not be required to move or relocate any facilities lying outside of a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed.

ARTICLE 13
ADDITIONAL OBLIGATIONS OF THE ASSOCIATION

13.1 A certain Easement and Lake Water Maintenance Agreement with Pheasant Run Association has been recorded at Official Records Book 3950 Page 1457 et seq. (the "Maintenance Agreement"). Pursuant to the Maintenance Agreement, the parties granted mutual, perpetual non-exclusive easements over, upon and through portions of the Property and the real property governed by the Pheasant Run Association, for the purpose of providing drainage systems required by South Florida Water Management District, and for the purpose of performing maintenance activities described in the Maintenance Agreement. In no event shall there be any diminishment of any of the storm water management design characteristics as they exist on the date hereof, or as they are set forth in the several plans and permits under which the Pheasant Walk project was constructed. The Association has assumed certain obligations and liabilities contained in the Maintenance Agreement. Without limiting the foregoing, the Association shall be solely responsible for maintaining the quality of water contained in the lake which lies on the westerly boundary of Pheasant Walk Section Eight, as recorded in Plat Book 37, Page 160, until such time as the drainage system described in the Maintenance Agreement has been completed and accepted by South Florida Water Management District. After completion and acceptance of the drainage system, both the Association and Pheasant Run Association shall be jointly liable for maintaining the quality of the lake.

13.2 Palm-Aire Development Corp. ("Palm-Aire"), has executed and delivered to Pheasant Run Association a certain Easement (the "Easement"), for the purpose of maintaining a wall within the Property located near the entrance of the real property governed by Pheasant Run Association. The Association shall assume all obligations and liabilities of Palm-Aire contained in the Easement, including specified maintenance obligations with respect to the wall.

13.3 There exists a certain Maintenance Agreement for Drainage Easement with Palm Beach County (the "Drainage Agreement") which grants a drainage easement to Palm Beach County within the Property, and under which Association agrees to maintain and repair the drainage system constructed in connection with the drainage easement.

13.4 Copies of the Maintenance Agreement, the Easement and the Drainage Agreement are contained in the corporate records of the Association.

ARTICLE 14
ENFORCEMENT

Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained in the Governing Documents shall be by the Association in a proceeding at law and/or equity, including but not limited to declaratory, injunctive and monetary relief, fines, suspensions, as otherwise provided in the Governing Documents.

14.1 Costs and Fees. In case of litigation or arbitration concerning, relating to, or regarding the enforcement of any provision of the Governing Documents, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs for the matter.

14.2 No Waiver. The failure or refusal of the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

14.3 If a Lot is not maintained or has been altered in violation of the Governing Documents, then the Association in its discretion, but without obligation, may:

14.3.1 Enter the Lot and cure in-whole or in-part, the violation, including but not limited to removal of Improvements, reinstallation of an removed item, cutting, burning, clearing, and disposing of any weed, grass, underbrush or unsightly debris and/or remove growths from the Lot; provided, that at least ten days prior notice shall be sent by the Association to the Owner before the entry, except in the case of an emergency when no notice is required. The cost of the work shall be an Individual Assessment against the Lot.

14.3.2 Record a notice of violation in the Public Records of the County including the name of the Owner, address and legal description of the Lot, and a summary of the nature of the violation.

14.4 Fining; Suspension: Non-Compliance. In addition to all other remedies provided in the Governing Documents, the Association may impose a fine or a suspension upon an Owner and an Owner's Renter, or licensee for failure of the any of them to comply with any provision in the Governing Documents.

14.4.1 A proceeding to impose a fine or a suspension on an Owner or an Owner's Renter, licensee or anyone claiming a right through the Owner, shall be initiated by the Association sending to the Member and the person being fined or suspended, a notice reasonably identifying the alleged infraction and, as appropriate, that a fine and/or suspension may be imposed and the date, time and location of the Board meeting at which the levy shall be considered which may be composed of:

- Fines: Not to exceed \$100 per violation, or for each day of a continuing violation, with a single notice and opportunity for hearing which may in the

aggregate not exceed \$1,000.00 be secured by a lien up the Owner's Lot enforceable as if the amount was an delinquent assessment.

- Suspensions: For a reasonable period of time the right to use common areas and Recreational Facilities, but not including vehicular and pedestrian ingress to and egress from the Owner's Lot, including, but not limited to, the right to park. If a Revocable Designee is determined to have again violated a Governing Document provision within twelve months of a suspension, such person may be suspended for another twelve month period.

14.4.2 At least five (5) days in advance of a Board meeting to determine whether or not to impose a fine or suspension, the person(s) charged shall advise the Board in writing whether or not that person or persons intend to be represented by legal counsel and if so counsel's name, address and telephone number and e-mail address; and if the person(s) intend to call any witnesses at the hearing, and if so, the names and addresses of witnesses that are intended to be called at the hearing.

14.4.3 If the Board approves of the imposition then the Board shall issue a written decision to the Owner and the Grievance Committee shall meet to hold a hearing determining whether to confirm or reject the fine or suspension levied by the Board. At least ten (10) days before the date of the hearing before the Grievance Committee, the General Manager shall provide to all members of the Grievance Committee copies of all documents and evidence submitted to the Board and/or relied upon by the Board in arriving at the Board's written decision.

14.4.4 Notices of Board and Grievance Committee meetings must be sent to the Owner at least fourteen (14) days in advance of a meeting including the date and time of the meeting and that the person being fined or suspended has the opportunity to state why the fine or other discipline should not be imposed.

14.4.5 The Board shall appoint a Grievance Committee composed of no less than four Regular Members none of whom shall be officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee.

14.4.6 The Grievance Committee's power and authority shall be limited, pursuant to and in accordance with the provisions of the Florida Homeowners' Association Act, Fla. Stat. 720.305 and the Governing Documents to hold a hearing to determine whether to confirm or reject any fine or suspension levied by the Board.

14.4.7 A person seeking an appeal or otherwise have a hearing concerning the Board's determination that a fine and/or suspension should be imposed must file a written request for a hearing within fourteen (14) days after the sending to the person notice of the Board's imposition of the fine and/or suspension by delivering the request to the Association's General Manager with a copies sent to the Directors and the Grievance Committee. Failure to timely deliver a request shall constitute a waiver of any right of

appeal and hearing, and the Committee may proceed without a hearing to approve the fine or suspension.

14.4.8 Upon the General Manager's receipt of a request for a hearing, the Grievance Committee shall schedule a hearing and send that person, and related Owner if not the person, notice of the date, time and place of the hearing at least fourteen (14) days in advance of the hearing.

14.4.9 The requesting Owner or person shall have the right to appear at the hearing and shall notify the Grievance Committee and the General Manager no less than five (5) days before the hearing: whether the Owner or person will be represented by legal counsel and if so counsel's name, address, telephone number and email address;

14.4.10 After the hearing has been completed, the Grievance Committee shall deliberate and determine, by a majority vote, whether to approve the fine and/or suspension imposed by the Board of Directors.

14.4.11 The Grievance Committee decision shall be in writing and a copy shall be sent to the Owner or person seeking the hearing.

14.4.12 If a fine or suspension is confirmed, that fine or suspension shall become effective on the date of the written determination of the Grievance Committee.

14.4.13 The process for imposing a fine or suspension on a non-Owner Member shall be by Rule and Regulation and the Act.

14.4.14 Neither the Grievance Committee nor any member thereof shall be liable to the Association or to any Member or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Grievance Committee's duties hereunder.

14.4.15 A member of the Family, employee or employer of a Member or person that is the subject of a fine or suspension proceeding before the Board or Grievance Committee shall be recused from that proceeding.

14.5 Suspension: Monetary. If an Owner or a Lot's monetary obligations to the Association, including any fee or fine, remains delinquent for over ninety (90) days, without the above notice and hearing process, the Association may suspend the Lot and Owner's voting and consent rights, and for the Owner and the Owner's Renter, , licensee, or anyone claiming a right through the Owner, common area and Recreational Facility use rights until the monetary obligation is paid in full; however, there shall be no suspension to common areas used to provide access or utility services to the Lot, or to prohibit the Owner or Owner's Renter from having vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

14.6 Suspension: Voting. A voting interest or consent right allocated to a Lot or Owner which has been suspended by the Association shall be subtracted from the total number of voting interests in the Association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, or the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action under the Act or pursuant to the Governing Documents.

14.7 Suspension: Multiple Lot Use. A suspension applies to an Owner, and the Owner's Renter, licensee, or any one claiming a right through the Owner, for all of the Owner's Lots, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by the Owner.

14.8 Reprimand. The Board may reprimand an Owner by letter to that Owner which may be appended to the minutes of the meeting approving the reprimand.

ARTICLE 15 **AMENDMENTS**

This Declaration may be amended upon the recordation of an a certificate in the Public Records of the County with the text of the amendment, subject however, to the following provisions:

15.1 Approval. Except as provided herein, amendments to this Declaration must be approved at meetings noticed for that purpose by: no less than fifty percent (50%) plus one (1) of all of the Members' voting interests, which may vote either in person, by proxy, or by absentee ballot (for example, if the total Members voting interests equal 240, then the voting interests necessary to amend this Declaration shall be no less than 121); and by a majority of all Directors.

15.2 Water Management. Any amendment which would affect the surface Water Management System, including the water management portions of the Association Property, must have the prior approval of the South Florida Water Management District.

15.3 Mortgages.

15.3.1 Existing. Concerning an Institutional Mortgage encumbering a Lot as of the Effective Date of this provision, no amendment, alteration, recession, or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Lot, or to affect or impair the rights or privileges granted herein to Institutional Mortgagees, without the express written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the Lot, which consent shall be executed with the

formalities required for deeds and recorded with the amendment. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

15.3.2 Future. As to any Mortgage recorded on or after this provision only an amendment that adversely affects the priority of the Institutional Mortgage lien or the record holder of that Institutional Mortgages' right to foreclose its lien or that otherwise materially affects the rights and interests of the Institutional Mortgagee requires the Association to provide notice and seek consent to the amendment by the record holder of that Institutional Mortgage.

15.3.2.1 In securing consent or joinder, the Association is entitled to rely upon the Public Records of the County to identify the holders of the Institutional Mortgages. The Association may use the address provided in the original recorded Institutional Mortgage document, unless there is a different address for the holder of the Institutional Mortgage in a recorded assignment or modification of the Institutional Mortgage, which recorded assignment or modification must reference the Official Records Book, and Page on which the original Institutional Mortgage was recorded. Once the Association has identified the recorded Institutional Mortgages of record, the Association shall, in writing, request of each Lot Owner whose Lot is encumbered by an Institutional Mortgage of record any information that the Owner has in the Owner's possession regarding the name and address of the person to whom Institutional Mortgage payments are currently being made. Notice shall be sent to such person if the address provided in the original recorded Institutional Mortgage document is different from the name and address of the Institutional Mortgagee or assignee of the Institutional Mortgage as shown by the public record. The Association is deemed to have complied with this requirement by making the written request of the Lot Owners required under this provision. Any notices required to be sent to the Institutional Mortgages under this subparagraph shall be sent to all available addresses provided to the Association.

15.3.2.2 Any notice to the Institutional Mortgages required under this provision may be sent by a method that establishes proof of delivery, and any Institutional Mortgage who fails to respond within sixty (60) days after the date of mailing is deemed to have consented to the amendment.

15.3.2.3 Such consent shall be evidenced by affidavit of the Association recorded in the Public Records of the County.

15.3.3 Any amendment adopted without the required consent of an Institutional Mortgage is voidable only by an Institutional Mortgage who was entitled to notice and an opportunity to consent. An action to void an amendment is subject to the statute of limitations beginning five (5) years after the date of discovery as to the amendment described above, and five (5) years after the date of recordation of the certificate of amendment for all other amendments.

15.4 Plat. No portion of any plat of the Property containing open space may be vacated in whole or in part unless the entire plat is vacated; provided, however, that portions of such plat containing open space may be vacated if the effect of such vacation would not reduce the total open space of the Property below the requirements of Section 500.21 of the County Zoning Code.

15.5 The Articles of Incorporation and By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or Law.

15.6 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

ARTICLE 16 **GENERAL PROVISIONS**

16.1 Duration. This Second Amended and Restated Declaration shall become effective upon recordation in the Public Records of the County.

16.1.1 This Declaration shall be effective for thirty (30) years, automatically renewing for thirty (30) year periods unless no less than one hundred twenty (120) days before a thirty (30) year anniversary of recording a majority of all of the Members and all of the Institutional Mortgage holders consent to amend or terminate the Declaration.

16.1.2 MRTA. Pursuant to Chapter 712, Fla. Stat. the Board caused a Statement of Marketable Title Action to be mailed to the Members of Association, and on April 26, 2004, at a meeting of the Board of Directors at which a quorum was present and acting throughout, at least two-thirds (2/3rds) of the total number of Directors approved the preservation of the Declaration as provided in Chapter 712, Fla. Stat. The Statement was recorded April 28, 2004, in Official Records Book 16872 at Page 0781 of the Public Records of the County.

16.1.3 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of the Association and the Owners.

16.2 Priority. In case of a conflict among or between the Governing Documents, the order of interpretation priority is: Declaration; Articles of Incorporation; By-Laws; Rules.

16.3 Notice. Any notice required to be given by this Declaration shall be given or made in writing by personal delivery obtaining a signed receipt, by registered mail return receipt requested, or by certified mail return receipt requested addressed:

to an Owner at: the last known address of Owner as appears on the records of the Association at the time of such delivery or mailing, or in the absence of an address, to the address of Owner's Lot.

to the Association at: Bocaire Country Club, Inc.
4989 Bocaire Blvd.
Boca Raton, Florida 33487-1144

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, three (3) days subsequent to the postmark on such notice.

16.4 Additional Restrictions. In addition to the Governing Documents, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plats.

16.5 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

16.6 Severability. Invalidation of any covenant or restriction contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect. If a covenant or restriction which was amended, or a portion or combination thereof, is so invalidated, then the immediately prior covenant or restriction shall be automatically substituted with full force and effect.

16.7 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits thereto.