

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR JOG ESTATES PROPERTY OWNERS ASSOCIATION, INC.**

On or around May 11, 1999, the original Declaration of Covenants and Restrictions for Jog Estates Property Owners Association, Inc., a Florida not for profit corporation (hereinafter the "Association") was recorded at Official Records Book 11103 Page 998, et. seq. of the Public Records of Palm Beach County, Florida, hereinafter referred to as the "original Declaration", as amended. That certain original Declaration, and all amendments thereto are hereby collectively referred to as the "Declaration". The original Declaration is hereby being amended and restated in its entirety with this Amended and Restated Declaration with the exception of all such exhibit(s) attached to the original Declaration which is/are fully incorporated herein by reference.

WHEREAS, the Association, through a vote of its members, desires to amend the original Declaration Jog Estates Property Owners Association, Inc. (hereinafter referred to as the "Association") to provide for the preservation of the values and amenities thus established.

WHEREAS, pursuant to Section 10 of the original Declaration the Association hereby amends the original Declaration and all amendments thereto by restating and replacing in its entirety the original Declaration and all amendments thereto with this Amended and Restated Declaration:

1. Submission Statement

This Amended and Restated Declaration is made by Jog Estates Property Owners Association, Inc. The covenants and restrictions contained in this Declaration shall run with the land, be binding on and inure to the benefit of all present and future owners of the Lots. The acquisition of title to any unit or any interest in a Lot, or the lease, occupancy or use of any portion of a Lot constitutes an acceptance and ratification of all the provisions of the Declaration as they may be lawfully amended from time to time, and an agreement to be bound thereby.

ARTICLE I

DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall be defined as set out below:

Section 1. Assessment. "Assessment" shall mean and refer to those charges made by the Association from time to time against each Lot within the Property for the purposes set forth herein, and shall include, but not be limited to monthly and/or quarterly Assessments for Common Expenses and Special Assessments for Capital Improvements.

Section 2. Association. "Association" shall mean Jog Estates Property Owners Association, Inc., a Florida not-for-profit corporation.

Section 3. Board. "Board" shall mean the Board of Directors of the Association.

Section 4. Capital Improvement. "Capital Improvement" shall mean expenses incurred by the Association that increase the overall value, condition, upgrade and/or extend the useful life of the Common Property of the Association as opposed to regular and ongoing maintenance of such Common Property as may be otherwise determined by the Board.

Section 5. Common Expenses. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership and/or maintenance of the Common Property and other obligations set forth herein, or as may be otherwise determined by the Board.

Section 6. Common Property. "Common Property" shall mean and refer to any such easement(s) and/or rights of way dedicated to Jog Estates Property Owners Association, Inc., a Florida not-for-profit corporation as per the Plat, as well as any Offsite Improvements defined herein, or other such land contained within the Plat, which is not part of a Lot, and is otherwise owned by the Association. The Association has the obligation to maintain any Offsite Improvements, for the common use, benefit, and enjoyment of all Owners subject to the terms and conditions set forth herein.

Section 7. Covenants. "Covenants" shall mean and refer to the covenants, restrictions, reservations, conditions, easements, charges, and liens hereinafter set forth. All Covenants constitute "covenants running with the land" and shall run perpetually unless terminated or amended as provided herein, and shall be binding on all Owners.

Section 8. Declaration. "Declaration" shall mean this instrument and all amendments or supplements made to this instrument.

Section 9. Drainage Easements. "Drainage Easements" shall mean and refer to any

drainage areas set forth on the Plat dedicated to the Association and/or other water drainage systems acknowledged and approved by any other governmental entity or agency. The Drainage Easements shall be used for drainage and for storm water detention and retention to the extent approved by those governmental agencies having jurisdiction over the Drainage Easements. The Drainage Easements are a part of the Common Property and, except as limited herein, shall be for the Common Property and, except as limited herein, shall be for the common use, benefit and enjoyment of all Owners. The Association has the obligation to maintain the Drainage Easements.

Section 10. Governing Documents. "Governing Documents" shall mean this Declaration, any supplement to the Declaration, as the same may be amended from time to time and filed in the Public Records of Palm Beach County, Florida, as well as the Articles of Incorporation and Bylaws of the Association, as the same may be amended from time to time and maintained at the Association office. In the event of conflict or inconsistency among Governing Documents, the Declaration and any supplement to the Declaration, the Bylaws and the Articles of Incorporation, in that order, shall control. One Governing Document's lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

Section 11. Improvements. "Improvements" shall mean and refer to all structures of any kind including, without limitation, any building, fence, wall, sign, paving, grating, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, building, recreational facility, landscaping, exterior lighting or landscape device or object.

Section 12. Leasing. "Leasing" for purposes of this subsection is defined as regular, exclusive occupancy of a Lot and/or any such home on a Lot, by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

Section 13. Lot. "Lot" shall mean and refer to each portion of the Property under separate ownership, or which is capable of separate ownership, including all Lots shown on the Plat, and all Improvements located thereon, which includes the home situated thereon. Each portion of the Property which is considered a separate parcel for real property tax purposes shall be considered a Lot.

Section 14. Member. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section 1.

Section 15. Off-Site Improvements. "Offsite Improvements" shall mean and refer to those areas of walks, ornamental street lamps and landscape areas immediately adjacent to the Property which exists for the benefit of the Property and which is used by the Owners.

Section 16. Owner. "Owner" shall mean and refer to the record Owners, whether one or more persons or entities of the fee simple title to any Lot situated upon the Property but, notwithstanding any applicable theory of mortgage, shall not mean or refer to a mortgagee unless

and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 17. Person. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 18. Plat. "Plat" shall mean that certain Plat, as recorded in Plat Book 84, at Page 24, of the Public Records of Palm Beach County, Florida.

Section 19. Property. "Property" shall mean and refer to that property dedicated in the Plat, which term may also include any additional real property that may be made subject to this Declaration upon the recording of an appropriate amendment(s) or supplement(s) in the Public Records of Palm Beach County, Florida, which includes but is not limited to any such Lot and any such Improvements contained therein.

Section 20. Resident. "Resident" shall mean and refer to the legal occupant of any Lot. The term "Resident" shall include the Owner of the Lot and any tenant, lessee or licensee of the Owner.

Section 21. Supplement. "Supplement" shall mean a document and the exhibits thereto which when recorded in the Public Records of Palm Beach County, Florida, shall modify this Declaration or otherwise subject additional real property to the provisions of this Declaration.

Section 22. Utility Easement(S). "Utility Easement(s)" shall mean and refer to any utility easement areas set forth on the Plat. The Utility Easement(s) may be used for utility purposes (including CATV) by any utility in compliance with such ordinances and regulations as may be adopted from time to time by the City Commissioners of the City of Boynton Beach, Florida and/or Palm Beach County, Florida.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Other Property. The Association reserves the right to add, or may cause to be added, other real property not now included within the Plat. Each commitment of additional property to this Declaration shall be made by a recitation to the effect in a Supplement as consented to by the Owners in accordance with Florida law. The Supplement shall describe the real property which is being committed to this Declaration and made subject to the terms of this Declaration.

Upon the recordation of a Supplement, such real property described therein shall be committed to the Covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as "Property".

Section 3. Material Alterations to the Common Property and/or amenities contained thereon. No material alterations, including without limitation significantly and substantially changing, altering or modifying the nature of any amenities contained thereon, shall be done without first obtaining the written approval of two-thirds (2/3) of the Membership of the Association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Except as is set forth in this Section 1, every Person who is a record titleholder of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association, provided that any such Person which holds such interest merely as a security for the performance of any obligation shall not be a Member.

Section 2. Owner's/Member's Voting Rights. The votes of the Members shall be established and exercised as provided in this Declaration, then the Bylaws and then the Articles in that order of priority. In the event a Member is more than ninety (90) days delinquent in any monetary obligation due the Association such Member automatically and without further action of the Board shall have his/her voting rights as to any and all matters suspended until such time as the delinquency is fully cured by the delinquent Member.

Section 3. Board of Directors. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as follows:

(a) Election of the Board. Members of the Board are to be elected by the Members of the Association.

(c) Vacancies. A member of the Association may be removed and vacancies on the BOARD shall be filled in the manner provided by the Bylaws.

(d) Actions of the Board and the Association. Any action which may be taken by the Association as set forth in the Declaration and/or the Bylaws, as opposed an action that is to be taken by the Members or Membership of the Association, is an act or action with which may be effectuated by the Board. Any proper action or act by the Board constitutes an act of the Association.

ARTICLE IV

EASEMENTS AND PROPERTY RIGHTS IN THE COMMON PROPERTY

Section 1. Easement Grants. The following easements are hereby granted and/or reserved over, across and through the Property.

(a) Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. 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 by the Association and/or approved by the Association. Nevertheless, if any structure, planting or other material interferes with the installation and maintenance of the underground utility facilities, the Association has the right to remove such items at the Owner's, who planted such material, cost and expense which may be collectible by the Association like an outstanding Assessment as set forth in this Declaration. The Association (or such other entity as is indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

(b) Easements for the installation and maintenance of water management and/or drainage facilities are granted to the Association, and/or other entities as shown on the recorded subdivision plats of the Property. 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 by the Association and/or approved by the Association. Nevertheless, if any structure, planting or other material interferes with the installation and maintenance of water management and/or drainage facilities the Association has the right to remove such items at the Owner's, who planted such material, cost and expense which may be collectible by the Association like an outstanding Assessment as set forth in this Declaration. The Association (and any other entity indicated on 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 and/or drainage facilities with an established water management or water control district, or with any other party.

(c) The Common Property is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

(d) A non-exclusive easement is hereby granted to each Institutional Mortgagee for the purpose of access to the portion of the Property subject to its mortgage and for the installation and maintenance of utilities and drainage facilities should the Institutional Mortgagee acquire title to such Property pursuant to foreclosure of its mortgage or any proceeding in lieu of foreclosure.

(e) Easements are hereby reserved throughout the Property by the Association for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the maintenance of the Property.

Section 2. Emergency Right of Entry. In case of any emergency originating in, or threatening any Lot, regardless of whether the Member is present at the time of such emergency, the Board, or any other person authorized by it, shall have the right, but not the obligation to enter such Lot for the purposes of remedying, or abating the cause of such emergency, and such right of entry shall be immediate.

Section 3. Additional Easements, Licenses, and Leases. The Association, shall have the right to grant such additional easements, licenses or leases, to benefit and facilitate improvements on Parcels, for the benefit of private cable television service companies, telecommunication providers, security system providers, or to relocate existing easements throughout the Property as the Association may deem necessary or desirable, provided that such additional easements, licenses or leases or relocation of existing easements do not prevent or unreasonably interfere with the Members' use or enjoyment of the Property or interfere with any existing agreements or contracts entered into with any cable television service company or other utility company.

Section 4. Restriction On Owner Easements. No Member or owner shall grant any easement upon any portion of the Property to any person or entity.

Section 5. Members' Easement of Enjoyment. Subject to the provisions of this Article every MEMBER shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) Assessments for Common Expenses; and (2) Special Assessments for Capital Improvements or for any other need as determined by the Board and such Assessments shall be fixed, established, and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon

and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due.

Section 2. Capital Contribution. In addition to the Assessments for Common Expenses new Owners (other than a family member, defined as a child, parent, spouse, sibling, or spouse of a sibling) taking title to a Lot subsequent to the adoption of this Amended and Restated Declaration shall be responsible for paying to the Association a one-time capital contribution in an amount equal to three (3) months of regular Assessments then being charged to such new Owners.

Section 3. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of the improvement and maintenance of properties, services, and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Property and of the homes situated upon the Property, including, but not limited to:

(a) Payment of operating expenses of the Association; including, without limitation management, maintenance, improvement and beautification of the Common Property;

(b) Such insurance as the Board, in its business judgment, determines advisable, which may include, without limitation, directors' and officers' liability insurance;

(c) Doing any other thing necessary or desirable, in the judgment of the Association, to keep the Property neat and attractive or to preserve or enhance the value of the Property, or to eliminate fire, health or safety hazards, or which, in the judgment of the Association, may be of general benefit to the Owners and/or Residents of lands included in the Property;

(d) Repayment of funds and interest thereon, borrowed by the Association;

(e) Maintenance and repair of easements shown on any recorded Plat;

Section 4. Budgets and Assessments.

(a) Assessments. Regular Assessments shall be in such amounts as established by the Board.

(b) Adjustment to Regular Assessment. Prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the regular Assessment for Common Expenses per Lot. The Association shall then promptly notify all Owners in writing on the amount of the regular Assessment for Common Expenses for

each Lot. If the expenditure of funds is required by the Association in addition to funds produced by the regular Assessments for Common Expenses, the Board may make Special Assessments for Common Expenses, which shall be levied in the same manner as provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any Special Assessment for Common Expenses.

(c) Reserves. Unless otherwise stated herein, each annual budget to be prepared and adopted by the Board shall include reserve funding for clubhouse roofing replacement, clubhouse painting, asphalt paving, and any other project that has an anticipated cost of greater than \$10,000.00. Annual reserve contributions are to be calculated by using a formula that divides the cost of replacing a particular item by the number of useful years that item has left, minus the reserve funds on hand for that item, with the result being the amount to fully fund that item for the next fiscal year. Upon presentation for a vote by the Board, a majority of the Owners may vote to reduce or eliminate such reserve funding at the time of the Board's consideration of the adoption of the budget. Any and all reserve funds shall be held and shall utilize the "pooled" accounting method whereby each reserve item is separately funded however the reserve funds for each and every item shall be placed into one account and any amount in such pooled reserve fund account may be used for any such reserve item as the need arises as determined by the Board.

Section 5. Special Assessments for Capital Improvements. In addition to the Assessments for Common Expenses authorized hereof, the Board may levy in any assessment year a Special Assessment for Capital Improvements, applicable to a period of twelve months only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixtures and personal property related thereto. Notwithstanding anything to the contrary, the Board shall have the right to levy a Special Assessment against the Members for any reason deemed necessary by the Board.

Section 6. Monetary Defaults and Collection of Assessments.

(a) Interest. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days, the Association may charge such Owner late fees, plus interest at the highest rate permitted by the laws of Florida, on the amount owed to the Association. Such interest shall accrue from the due date of the Assessment, or the monies owed.

(b) Acceleration of Assessments. If any Owner is in default in the payment of any Assessment or any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association Assessments for Common Expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for

Common Expenses. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for Common Expenses, for all Special Assessments, and/or all other Assessments and monies payable to the Association.

(c) Collection. In the event any Owner fails to pay any Assessment, Special Assessment or other monies due to the Association within ten (10) days of the date when due, the Association may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of an attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessments, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the property management company and the Association, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owed to it; and if the Association becomes the Owner of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the Association on account of any Assessments, Special Assessments or monies owed to it by any Owner shall be first applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the Association in the inverse order that the same were due.

(d) Lien for Assessment, Special Assessment and Monies Owed to Association. The Association shall have a lien on all property owned by an Owner for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the Association, and for all sums advanced and paid by the Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the Association may record a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

(e) Transfer of a Lot after Assessment. The Association's lien shall not be affected by the sale or transfer of any Lot. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

(f) Subordination of the Lien to Mortgages. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an Institutional Lender recorded prior to the recording of a Claim of Lien by the Association. For purposes of this Declaration, "Institutional Lender" shall mean and refer to a bank, savings bank, savings and loan association, insurance company, real estate investment trust, or any other recognized lending institution. If the Association's lien or its rights to any lien for any such Assessments, Special Assessments, interest, expenses or other monies owed to the Association by any Owner is extinguished by foreclosure of a mortgage held by an Institutional Lender, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns. The lien of the Assessment provided for in this Article shall be subordinate to real property tax liens and to the lien of any First Mortgage. In the event of a foreclosure of such first mortgage by an institutional lender, such institutional lender first mortgagee taking title to a Lot as a result of being the successful high bidder at a foreclosure sale, or any such first mortgagee acquiring a deed in lieu of foreclosure shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure sale as well as and in addition to the "safe harbor" payment as set forth in Fla. Stat. §720.3085(2)(c), as amended. Furthermore, any third-party purchaser at any such mortgage foreclosure sale, not including and aside from any such institutional first mortgagee, shall take title to a Lot subject to all outstanding unpaid Assessments due the Association including without limitation those unpaid Assessments accruing prior to the mortgage foreclosure sale subject to any applicable statute of limitations as pertaining to the collection of such unpaid Assessments.

ARTICLE VI

ALTERATIONS AND IMPROVEMENTS BY OWNERS

No building, fence, trees, wall or other structures or landscape items shall be commenced, erected or constructed upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board. Owners need not seek approval for the installation and/or planting of bushes, flowers, and/or landscaping within the current landscape beds, however the planting or removal of any such trees on a Lot does require the approval by the Board.

Section 1. Duties. The Board shall have the following rights and powers as involving alterations and improvements made upon a Lot by an Owner:

(a) to make proposed amendments from time to time to any such architectural review guidelines;

(b) to approve all buildings, fences, landscaping, flowerpots, landscape borders, retaining walls, landscape rock, or other structures which shall be commenced, erected or maintained upon the Property and to approve any exterior additions to or changes or alterations therein including without limitation the painting of any portion of any Improvement on a Lot. For any of the above, the Board of Directors shall be furnished plans and specifications showing the nature, type, shape, height, materials, color, and location of the same and shall approve in writing as to the harmony of the external design and location in relation to surrounding structures and topography;

(c) to approve any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the Board of Directors shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the Board of Directors should determine that said improvement, alteration, etc. is not consistent with the current aesthetic development of the Property;

(d) to require each builder or contractor to submit two (2) sets of plans and specifications to the Board of Directors prior to obtaining a building permit, which set of plans and specifications shall become the property of the Board of Directors. The work contemplated must be performed substantially in accordance with the plans and specifications as approved in writing by the Board of Directors in accordance with the then existing policies and/or procedures of the Association.

Section 2. Should any construction, installation or erection not be completed in a timely manner as determined by the Board of Directors, or not be completed in accordance with the plans and specifications approved by the Board of Directors, the Board of Directors shall have the right to seek specific performance of the Owner's obligation to complete the Construction as approved by the Board of Directors; or in the alternative, to enter upon the Lot and complete the Construction as approved at the expense of the Owner, subject, however, to the following provisions. Prior to commencement of any work on a Lot, the Board of Directors must furnish written notice to the Owner at the last address listed in the records of the Association for the Owner, notifying the Owner that unless the specified deficiencies are corrected within as soon as practicable or within such time frame(s) and by such time period(s) as demanded upon the Owner by the Association in any such written notice the Association may, at its option correct the deficiencies and charge all cost thereof to the Owner, plus any and all administrative fees and attorney's fees associated with the Owner's failure to timely and properly complete such Construction. Upon the failure of the Owner to act within said period of time, the Board of Directors shall have the right to enter in or upon the Lot or to hire personnel to do so to complete

the Construction as approved by the Board of Directors. Neither the Association nor the Association's vendors, contractors, or agents shall be responsible nor liable for any damage caused as a result of having to take any such corrective action referenced herein. The cost of the work, including labor and materials, administrative fees and attorney's fees shall be due and payable by the Owner to the Association as an Assessment and the failure of the Owner to remit payment shall entitle the Association to proceed with all its regular collection practices for the non-payment of an Assessment and the Association shall have the right to record a Claim of Lien against the Lot for the work performed (or to be performed), and it shall be a lien and obligation of the Owner and shall become due and payable upon the recording of the Claim of Lien and shall be enforced and collected as provided in the Declaration.

ARTICLE VII

ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Defaults. In the event of a violation by any Owner (other than the nonpayment of any Assessment, Special Assessment or other monies) of any of the provisions of this Declaration (as well as any such promulgated rules, regulations, architectural standards, or planning guidelines), or the Governing Documents, the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable or within such time frame(s) and by such time period(s) as demanded upon the Owner by the Association in any such written notice the Association may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or Improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by this Declaration, including the right to enter upon the Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of this Declaration, rules and regulations or any other criteria as established by the Association. Neither the Association nor the Association's vendors, contractors, or agents shall be responsible nor liable for any damage caused as a result of having to take any such corrective action referenced herein.

(d) Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and costs, and attorneys' fees and costs incurred on the appeal of any lower court decision, shall be a Special Assessment assessed

against the applicable Owner, and shall be due upon written demand by the Association and collectible as any other Special Assessment under this Article or the Declaration.

Section 2. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, or the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

Section 3. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration or the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 4. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration may be enforced by the Association, by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person and the Owner associated with such Person against whom enforcement is sought, provided such proceeding results in a finding that such Person or the associated Owner was in violation of this Declaration. The prevailing party in any such action, including without limitation all pre-litigation activities, shall be entitled to recover its reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs incurred on the appeal of any lower court decision.

ARTICLE VIII

INDEMNIFICATION

Section 1. Indemnification of Officers, Members of the Board or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a member of the Board, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his/her conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of this duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application,

that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his/her conduct was unlawful.

(a) To the extent that a member of the Board is entitled to indemnification by the Association in accordance with this Article, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

(b) Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the member of the Board, officer, employee or agent of the Association to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a member of the Board, officer, or is or was serving at the request of the Association as a member of the Board.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Except from the foregoing shall be activities of the Association, in creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 2. Clothes Drying Areas. No portion of the Property shall be used as a drying or hanging area for laundry or any kind.

Section 3. Antennas, Aerials, Discs and Flagpoles. The Board of Directors shall have the right to adopt reasonable rules and restrictions as to location, type, installation and maintenance of outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas, and no such antenna or device shall be installed prior to approved in writing by the Board of Directors. The displaying or hanging of flags are prohibited with the exception of the American flag only if first approved in writing by the Association, both as to its design, height, location and type of flag. No flagpole shall be used as an antenna. Modest holiday lights, decorations, and holiday flags shall be permitted a month prior to any particular generally recognized holiday and must be removed within a reasonable period of time after such holiday. Notwithstanding anything to the contrary no flags, posters, banners, placards or any other decorations or communications of a religious or political nature shall be placed on the Common Property at any time.

Section 4. Statues/Windmills/Fountains. No statues, windmills, bird baths, fountains, or similar items will be allowed which are visible from any street or neighboring improvement without Board approval.

Section 5. Games and Play Structures. Basketball backboards, treehouses or platforms of a like kind or nature shall not be placed and/or constructed on any part of any Lot.

Section 6. Litter. In order to preserve the beauty of the Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Association. All containers, dumpsters and other garbage collection facilities shall be stored inside before 3 pm the day before the day scheduled for garbage pickup and placed back inside by 7:00 p.m. the day of garbage pickup. No green waste will be placed in the front of any such Lot rather all such green waste will be stored on the side portion of the Lot until noon the day prior to green waste pickup.

Section 7. Subdivision. No portion of the Property shall be subdivided.

Section 8. Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot in a sightly manner consistent with standards of the Association and consistent with other Lots on and the Property. A destroyed Improvement shall only be replaced with an Improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Board is obtained.

Section 9. Common Property. Nothing shall be stored, constructed on or within or removed from the Common Property with the exception of such that irrigation equipment maintained by the Owners as set forth in Article IX, Section 18 of this Declaration.

Notwithstanding anything to the contrary contained in this Declaration, a waterflow easement exists between the Lots and no plants, trees, objects, or Improvement shall be placed, planted, or stored in such area without the written approval of the Association. The Association shall have the further right to permanently remove any such plants, trees, objects, or Improvement which the Association reasonably believes is interfering with any such normal water flow in such waterflow easement area regardless of any such prior approval by the Association of such Improvement.

Section 10. Insurance Rates. Nothing shall be done or kept on the Common Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No pets shall be permitted to place or have excretions on any portion of the Property other than the Lot of the Owner of the pet or the Common Property and all such pet excretions must be immediately removed and picked up by the Owner. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Notwithstanding anything to the contrary no full or partially bred pit bull terriers or any specific dogs formally designated as "dangerous" by Palm Beach County Animal Control, or any other similar agency shall be permitted on the Property.

Section 12. "For Sale", "For Rent", and political signage. No signs, freestanding or otherwise installed, shall be erected or displayed to the public view on any Lot showing "for sale" or "for rent" signs, and/or political signage, symbols or displays from any such Lot.

Section 13. Garbage Containers, Oil and Gas Tanks, Pool Equipment, Outdoor Equipment. All garbage and trash containers may not be stored outdoors. Oil tanks, bottled gas tanks, and swimming pool equipment and housing must be underground or placed in fenced-in areas or landscaped areas so that they are generally covered or not visible to the best extent reasonably practicable from any adjoining Lot or any street. Adequate landscaping shall be installed and maintained by the Owner. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. Notwithstanding anything to the contrary any such generators may be installed on a Lot as long as such generator is generally covered or not visible to the best extent reasonably practicable.

Section 14. Solar Collectors. The Board of Directors shall have the right to adopt reasonable rules and restrictions as to location, type, color, installation and maintenance of exterior solar panels, solar fans and solar collectors. No such exterior solar panel, solar fan, or solar collector shall be installed without the prior written consent of the Board of Directors. The restrictions set forth herein continue are subject to all federal, state, and local law.

Section 15. No Commercial Activity. The Lots and Improvements thereon are to be used strictly for residential purposes not for commercial activity. Regular visitation by customers, patients, or patrons to or from any such Lot shall constitute impermissible commercial activity. No commercial signage of any sort advertising any business or commercial activity is permissible on a Lot. Notwithstanding anything to the contrary contained herein, nothing in this section shall preclude the usage of Lot and Improvement thereon as a home office by a Resident for business purposes.

Section 16. Garage Doors. All such garage doors shall be kept closed at all times except when the garage door is in usage.

Section 17. No Fishing nor Feeding Wildlife. No Person shall be permitted to utilize any water bodies, lakes, or ponds on the Property for swimming, boating, or fishing at any time. No Person may feed any wildlife on the Property.

Section 18. Maintenance of the Property by the Association and the Owners.

- a) Landscaping. The Association shall be responsible for basic mowing, basic tree trimming, basic edging, basic weed control, general fertilization, general administration of insect pesticide on and upon each Lot in accordance with the then existing policy and practice of the Association and in accordance with any existing landscaping vendor agreement in effect with the Association. The Association shall not be responsible to remove or replace any trees, plantings or landscaping of any kind but rather upon such trees, plantings, or landscaping of any kind becoming unsightly, dead, and requiring replacement such obligation shall rest with the individual Owner of said Lot. The removal and/or replacement of any trees or other such plantings by an Owner must be done with the requisite governmental approval and such documentation provided to the Association in advance of any such removal and/or replacement efforts along with approval from the Board. At all times the Owner shall ensure that the Lot and any such Improvements, including without limitation the sprinkler heads and system thereon, are maintained in a first-class condition and attractive manner.
- b) Irrigation. The Owner shall be responsible for the irrigation of any portion of the Common Property adjacent to their Lot which is not irrigated by the Association's irrigation system, except for the area north of the then existing fence along the northern portion of the Property. Notwithstanding anything to the contrary if the irrigation equipment is modified or altered whereby the newly installed irrigation equipment will reach the aforementioned Common Property then the Owner(s) whose Lot is adjacent to such Common Property shall be absolved of their obligation to provide and ensure irrigation to those areas of Common Property. Any damage to an irrigation equipment caused by a vendor or other such third party of the Association shall be repaired by the Association at its cost and expense. Any damage to irrigation equipment caused by a vendor or other such third party of an Owner shall be repaired by the Owner at its cost and expense. To the extent feasible all Owners

whose Lot borders any lakes or ponds may draw water from the pond and lakes within the Association for purposes of providing the requisite irrigation as set forth herein. Owners shall not disconnect, turn off nor reduce or eliminate power to their irrigation system for a period of longer than one week at a time if the Owner is temporarily not occupying the Lot and home situated thereon. Any component or aspect of any such irrigation equipment which is located on a Lot which fails and requires repair or replacement shall be the responsibility of that Lot Owner. Any component or aspect of any such irrigation equipment which is located on or in Common Property which fails and requires repair or replacement shall be the responsibility of the Association unless such damage was caused by the Owner or the Owner's vendor, contractor, guest, invitee, or agent.

- c) Mailboxes. The Association shall be responsible for the repair or replacement of all mailboxes but not cleaning of same, unless repair or replacement is necessary due to any actions of the Owner or the Owner's vendors, guests, and/or invitees.
- d) Other Improvements on the Lot. The Owner shall be responsible for all other aspects of their Lot, any such Improvements on their Lot, the driveway, any such walkways, the home itself, both the exterior and interior, including but not limited to the roofs, painting, and all other components. Painting of the exterior of the home must be done at least once every ten (10) years with such colors approved by the Association. The Association shall not restrict or remove colors from any such approved color pallet for the painting of the exterior of homes or the type, color or texture of to be installed roof tiles within any such seven (7) year period however the Association shall have the right to add to such exterior home painting color pallets and the type, color or texture of to be installed roof tiles upon receipt of Board of Directors approval. No refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere on a Lot. All lawns and landscaping shall be kept in a good, clean, neat and attractive condition and sprinkler heads and systems shall be kept in full functioning and operable conditions at all times. No objectionable window treatments shall be visible from the exterior of one's Lot which shall include any window treatments which contain any lettering, pictures, or depictions of any kind.
- e) Rights of Association. If an Owner has failed to maintain a Lot as aforesaid to the satisfaction of the Association, the Association shall give such Owner written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the Association may without any prior notice directly remedy the problem). Upon the Owner's failure to make such improvements or corrections as any be necessary as soon as practicable or within such time frame(s) and by such time period(s) as demanded upon the Owner by the Association in any such written notice the Association may, at its option, after having received a written notice of violation and the Owner failed to cure the violation within the time frames set forth in such written notice or if the violation is not capable of being cured within the time frame set forth in any such written notice from the Association, the Association may enter upon such property and make such improvements or correction as may be necessary, the cost of which may be paid initially by the Association. In such an

event, neither the Association nor the Association's vendors, contractors, or agents shall be responsible nor liable for any damage caused as a result of having to take any such corrective action referenced herein. If the Owner fails to reimburse the Association for any payment advanced, plus interest on all such amounts at the highest interest rate allowed by the laws of Florida, plus administrative costs and any attorney's fees incurred, within thirty (30) days after requested to do so by the Association, the Association shall levy a Special Assessment against the Lot as provided in the Declaration and may institute collection of such monies in accordance with any and all collection proceedings for an unpaid Assessment. Such entry by the Association or its agents shall not be a trespass.

Section 19. Vehicles and Recreational Equipment. No commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or horse vans, or the like, including disabled vehicles, and certain types of vans and pick-up trucks, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked within a garage.

Additionally, to be eligible to be parked on the Common Property or an Owner's Lot vans must have permanent rear seats and side windows and not have any commercial lettering affixed thereto and are exclusively to be used for human transportation. As pertaining to pick-up trucks such pick-up truck must be used primarily for non-commercial purposes, have a capacity of ½ ton or less, have clean hauling beds, and not contain commercial insignia affixed thereto. Notwithstanding anything to the contrary, no motor homes, buses, recreational vehicles, and/or boats may be parked anywhere on the Property. Absolutely no parking of any vehicle on the internal roads of the Association is permissible between the hours of midnight to 6:00 a.m.

This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot but at no time shall overnight parking of commercial vehicles be permitted except as involving Clubhouse parking if written approval is provided by the Board. No vehicles may be parked on or across sidewalks or any grassy area. No vehicles shall be permitted to be parked on any roads, roadways, access roads adjacent to any of the Lots or in any location which unreasonably interferes with any utility company's or governmental agency's access to any utilities serving the Property.

Clubhouse parking lot shall be for Owners and guests of the Owners only as well as Board approved commercial vehicles. Overnight parking in the Clubhouse parking area is subject to any and all rules promulgated by the Board. Any Association authorized overnight clubhouse parking by a vehicle must contain a displayed parking permit on the dashboard of such vehicle. No motor homes, busses, recreational vehicles, and/or boats may be parked in a clubhouse parking lot space at any time.

Section 20. Towing of Vehicle. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle

or recreational equipment if (i) it remains in violation for a period of twenty-four (24) consecutive hours or (ii) it remains in violation for a period of forty-eight (48) non-connective hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 21. Repairs and Condition of Vehicle. Unless the vehicle is located within the garage of an Owner, no maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed. No vehicle is permitted to be operated within the Association unless such vehicle is licensed for public street use and is equipped with proper noise muffling equipment in order to avoid excessive noise emanating from the vehicle.

Section 22. Prohibited Structures. No structure of a temporary or permanent character including, but not limited to, basketball hoops and backboards, trailer, tent, shack, shed, barn, tree house or out-building shall be parked or erected on the Property at any time. Notwithstanding anything to the contrary any such generators may be installed on a Lot as long as such generator is generally covered or not visible to the best extent reasonably practicable.

Section 23. Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

Section 24. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No violation of any law, ordinance, or governmental rule or procedure shall be permissible to occur on the Property.

Section 25. Compliance with Documents. Each Owner (including each Resident) and his family members, guests, invitees; lessees and their family members, guests, and invitees; and his or its tenants, licensees, guest, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Association's community. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property as well as any administrative fees and attorney's fees incurred by an Owner's act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which shall be paid for by the Owner as a Special Assessment as provided in in this Declaration and collectible as any other Special Assessment under this Article or the Declaration. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

Section 26. Occupancy Requirements, Guests and Prohibition on Use of Lot or Home as Congregant Living Facility. Each Unit must be occupied by at least one person who is fifty-five years of age or older. It is the intent of this requirement to comply with the exemption to the Fair Housing Act. Notwithstanding anything to the contrary contained herein, up to twenty percent (20%) of the Units within the Association need not be occupied by at least one person who is fifty-five years of age or older provided such person is a family member, defined as a child, parent, spouse, sibling, or spouse of a sibling, and obtained title to a Lot as a consequence of a devise or inheritance of the Unit. No Unit may be permanently occupied by more than two (2) persons for each bedroom in the Unit. Any non-family member guest occupying a Unit for more than four (4) weeks in any single twelve (12) month period must make application for approval as if such person was a prospective tenant. The Association shall have the right to approve or disapprove of such application utilizing the same criteria as involving prospective tenants. For purposes of this section a family member shall include spouses, parents, children, siblings, and siblings of spouses which are those persons who need not seek Association approval as a prospective tenant as referenced in this section. No Person nineteen (19) years of age or younger shall occupy a Lot or Improvement thereon for a period of time greater than sixty (60) days total in any such single twelve (12) month period. Furthermore, use of a Unit as a Congregant Living Facility, as defined below, is prohibited. The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage which shall include "domestic partnerships" as well as "civil unions". In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

Section 27. Other Rules and Regulations. The Board shall have the authority, as herein above expressed, from time to time to adopt reasonable rules and regulations as it shall deem appropriate.

Section 28. Imposition of Fines and other charges for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration may result in harm to the other Owners or Residents. Fines for violations of the Declaration may be imposed in the amount of One Hundred and No/100 Dollars (\$100.00) per day per violation and for each day a violation continues after notification by the Association up to the maximum amount of One Thousand and No/100 Dollars (\$1,000.00) for a single violation automatically increased in accordance with Florida law. Such amounts for fines as stated herein shall increase or decrease as statutory changes, if any, come to exist. Any fine levied shall be paid in accordance with Florida law. Furthermore, any such letters of violation sent to an Owner may, in the Board's discretion, carry an administrative charge of \$25.00 and \$50.00 each for a second and any subsequent letters of violation from the Association. Notwithstanding anything to the contrary, such administrative fee(s) for the first violation notice shall not apply to violations involving landscaping, painting, or

the cleanliness or discoloration of Improvements or other items or structures for which the Owner is responsible. The cost and expense of any legal fees incurred by the Association as involving a violation caused by an Owner which results in the Association having to obtain advice from legal counsel, results in the preparation of a violation letter to the Owner by the Association's legal counsel, as well as any and all related legal services shall be chargeable to the Owner whether or not litigation or other formal proceedings occur before or thereafter.

ARTICLE X

LEASE, SALE OR OTHER TRANSFER OF LOTS

Section 1. Transfer of Title. No Owner shall transfer title to any Lot without the prior approval of the Association. Such prospective Owner shall complete the application process as then established by the Association and shall comply with all criteria as established by the Association in order to obtain approval from the Association. If any Owner acquired title to any Lot by way of devise, inheritance or as a result of estate planning whereby the prior Owner maintains a beneficial interest in the Lot no formal approval from the Association shall be necessary however, such right to occupancy or use of the Lot shall be subject to the prior registration with the Association. There shall be no restriction upon mortgaging a Lot.

Section 2. Leasing. All leases and/or rental of a Lot and/or home shall be subject to the Association providing approval or disapproval of same. No lease shall be for a period of less than six (6) months nor may an Owner lease his/her Lot for more than two (2) times per calendar year. All leases of a Lot and/or home on a Lot, shall be subject to obtaining Association approval in writing and such lease must submitted to the Association prior to the commencement date of such lease. The approval or disapproval of such lease shall be based upon the then existing criteria as established by the Association. The Owner of such Lot being leased shall submit to the Association a security deposit the amounts of which to be established by the Board to cover any damage to the Common Areas of the Association and to ensure compliance with all applicable rules and regulations. The deposit shall be held by the Association in accordance with Part II of Chapter 83, Florida Statutes. In the event that an Owner fails to provide advance notice of a lease, the Association may, at its election, consider the lease void, and shall have the right to seek an eviction of the lessee, at the expense of the Owner, which shall be secured by the lien rights of the Association. Any action by the Association seeking the removal of such unapproved lessee shall result in the Owner bearing the cost and expense, including without limitation attorney's fees incurred both pre-litigation and during litigation as involving such efforts. These sums shall be treated as a Special Assessment which shall be collected from the Owner just like all other Special Assessments imposed by the Association against an Owner.

Section 3. Rental Restrictions. Notwithstanding anything to contrary in this Article, any Lot acquired after the effective date of this Amended and Restated Declaration shall not be rented/leased for the first twenty-four (24) months of ownership, measured from the recording date of the most recent deed or other instrument conveying any interest in the Lot, except in the

following circumstances: i) where title was conveyed by a current Owner to a trust for estate or tax planning purposes, as determined by the Association, and the Owner is the trustee or beneficiary of the trust and the Owner occupies the Lot, ii) where title was conveyed by a current Owner to an immediate family member of the Owner by devise or inheritance (an "immediate family member" of an Owner, for purposes hereunder, shall be defined as the spouse, parent, grandparent, child, brother or sister of the Owner or the parent, grandparent, child, brother or sister of the Owner's spouse), iii) where title was conveyed to the Association through the foreclosure of the Association's lien or by deed in lieu of foreclosure to the Association, or iv) where title is conveyed to the Association for any other reason. Additionally, if an Owner acquires title to a Lot that is subject to a lease, the subject lease, in the Association's discretion, may continue for the remainder of its unexpired term but in no case longer than twelve (12) months and the lessee must vacate the Lot upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term but in no case longer than twelve (12) months the twenty-four (24) month moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing lessee's vacation of the Lot, and the subject Owner may not thereafter lease the Lot for twenty-four (24) months from such date.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. All Purpose Easement Reservation. In addition to any easements (drainage, utility, etc.) shown on the Plat the Association does hereby reserve a five (5) foot easement along all boundary Lot lines for ingress and egress to enter upon such easement area to install, maintain, repair and/or replace any drainage and/or utility facilities within the Association Property.

Section 2. Amendments to Declaration, Article of Incorporation or Bylaws of the Association. This Declaration, as well as the Articles of Incorporation or Bylaws of the Association, may be amended at any time upon the approval of at least a majority of the Owners whether by written agreement or by vote at a meeting of the members, as determined by the Board, with such amendment evidenced by the recordation of an amendatory instrument executed by an officer of the Association. Notwithstanding the above rights to amend this Declaration, no amendment to this Declaration which affects the Surface Water Management System or any portion of the balance of the Common Property used for surface water management shall be effective unless such amendment has the prior written approval of the South Florida Water Management District.

Section 3. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Palm Beach County, Florida.

Section 4. Invalidation. The invalidation of any provision or provisions of this Declaration by lawful court order shall not affect or modify any of the other provisions of this

Declaration, which other provisions shall remain in full force and effect.

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

[SIGNATURE, WITNESSES, AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, JOG ESTATES PROPERTY OWNERS ASSOCIATION, INC., has caused this instrument to be executed in its name as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

JOG ESTATES PROPERTY OWNERS
ASSOCIATION, INC.

By: Scott Barlass

Print Name: Scott Lee

Print: SCOTT BARLASS

Kelsey madsen

Title: PRESIDENT JOG ESTATES POA

Print Name: Kelsey

Dated: Jan. 4, 2022

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4th day of January, 2022, by Scott Barlass, as President of Jog Estates Property Owners Association, Inc. and [✓] is personally known to me, or [] has produced _____ as identification, and who did not take an oath.

(NOTARY SEAL)



Scott Wortman
Name: Scott Wortman
Typed, printed or stamped 4/4
commission no: _____
commission expires: _____