

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LANTANA PINES

THIS DECLARATION, made on the date hereinafter  
LANTANA PINES, LTD., a Florida Limited Partnership  
referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property  
Beach County, State of Florida, which is more  
described in Article II hereafter.

NOW, THEREFORE, Declarant hereby declares that  
properties described above shall be held, sold and  
subject to the following easements, restrictions,  
conditions, which are for the purpose of protecting  
desirability of, and which shall run with, the real  
be binding on all parties having any right, title  
the described properties or any part thereof, the  
cessors and assigns, and shall inure to the benefit  
thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to  
LANTANA PINES HOMEOWNERS ASSOCIATION, INC., its successors

General Counsel  
S. R. ... & Company  
111 Royal Palm Plaza  
P. O. Box 431  
Palm Beach, Florida 33480

04-23-81

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LANTANA PINES

THIS DECLARATION, made on the date hereinafter set forth by LANTANA PINES, LTD., a Florida Limited Partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, State of Florida, which is more particularly described in Article II hereafter.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to LANTANA PINES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Lantana Pines" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 5. "Lot" shall mean and refer to any subdivision shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

Section 6. "Unit" shall mean any residence constructed upon any lot.

Section 7. "Declarant" shall mean and refer to LANTANA PINES, LTD., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of the development.

Section 8. "Patio Home" shall mean any single family residence located on any Lot within the Subdivision which residence has an exterior wall lying within two feet (2') of any boundary line of the Lot.

Section 9. "Townhome" shall mean any residence located upon any Lot within the Subdivision which shares a common wall with an

adjacent residence located upon another Lot within the Subdivision.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION:

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Palm Beach County, Florida, and is more particularly described as follows:

LANTANA PINES PLAT #1, Sportsman's Club P.U.D., according to the Plat thereof recorded in Plat Book 41, Pages 44 & 45, Public Records of Palm Beach County, Florida.

## ARTICLE III

### EASEMENTS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 2 following, every member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with its Articles and By-Laws and with the approval of mortgagees holding two-thirds (2/3) of the institutional mortgages placed upon the Lots, to borrow money for the purpose of

improving the Common Area and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association, and all rights of the Members hereunder shall be fully restored.

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days beyond compliance for any infraction of the General Covenants and Restrictions or the Association's published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Area; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as

to the conditions thereof, shall be effective unless an instrument or instruments signed by Members entitled to cast two-thirds of the total votes of the membership and by mortgages representing two-thirds of the institutional mortgages placed upon the Lots has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action.

Section 3. Easements over Lots.

(a) Developer reserves to the Association an easement over each Lot in the Properties for the purpose of allowing the Association to perform the functions authorized by Article IV, Sections D and E. Each owner by accepting a deed to a Lot grants such an easement and a license to the Association sufficient to allow the Association to perform authorized maintenance on the Unit.

(b) Each owner of a Patio Home shall have an easement over the abutting lot for the inspection, maintenance and repair of any exterior wall of any residence which may be placed upon his Lot within two feet (2') of the respective abutting Lot, and further for reasonable access to any such exterior wall for purposes of installing, reading and/or repairing utility meters located upon such wall.

ARTICLE IV

FUNCTIONS OF ASSOCIATION

The Association shall be empowered to provide the following services:

- A. Cleanup, landscaping, landscaping maintenance and other maintenance of the Common Area.
- B. Cleanup, landscaping maintenance and irrigation and other maintenance of the Lots, exclusive of the Unit thereon. Painting maintenance of the exterior of the Unit.
- C. To improve or acquire Common Area and to operate recreational facilities located on the Common Area in accordance with the rules, regulations and standards adopted by the Association from time to time.
- D. Insect and pest control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.
- E. To provide street lighting and cable TV service.
- F. Taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or Bylaws.
- G. To conduct business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing members of activities, notices of meetings and other important events.
- H. To purchase general liability and hazard insurance covering improvements and activities on the Common Area and all activities of the Association anywhere.

ARTICLE V

Section 1. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.



Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) times the total number of Class A votes plus one. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) Voluntary conversion by the Declarant, or
- (b) on January 1, 1990.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot or Unit owned within



the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum monthly assessment shall be Fifty-five dollars (\$55.00) per Lot or Unit.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased each year not more

than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast

majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Rate of Assessment: Both annual and special assessments shall be imposed upon Patio Home Units in an amount equal to one hundred ten percent (110%) of the assessments charged to the Townhome Units.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots or Units on the first day of the month following the first conveyance of a Lot within Lantana Pines. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Unit is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at

the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot or Unit.

Section 9. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Class B Exclusion: Provided, however, that as long as the developer shall be a Class B member, it shall not be subject to assessments under this Article provided it guarantees to each member that the assessments imposed upon the Lots and Units shall not exceed the maximum annual assessment and further guarantees the payment of all expenses of the Association not covered by assessments at the guaranteed level.

#### ARTICLE VII

#### DECLARATION OF PARTY FACILITIES

Section 1. Each common wall shared by two Townhomes which divides the two Townhomes into separate and distinct single

family residences, shall be a party wall for the perpetual benefit of and use by the two such Owners, including their respective heirs, assigns, successors and grantees.

Section 2. Each common roof shared by one or more Townhomes shall be a party roof for the perpetual benefit of and use by all Owners sharing such roof, including their respective heirs, assigns, successors, and grantees.

*amendment*  
??  
Section 3. In the event it should become necessary or desirable to perform maintenance on a party wall or party roof or to rebuild or repair the whole or any part of either a party wall and/or party roof, such expense shall be shared equally by the respective Owners. Whenever any such party wall and/or party roof or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality; provided that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of a particular record title holder, any expense incidental thereto shall be borne solely by such wrongdoer.

Section 4. Unless otherwise agreed in writing, the Owner of any Townhome sharing a party wall with an adjoining Townhome shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions, or structural changes in the party wall.

Section 5. The Owner of any Townhome shall have the right to the full use of said party walls and party roofs for whatever

purposes he chooses to employ, subject to the limitations that such use shall not interfere with the rights of other Owners of their enjoyment of said party walls or party roofs, or in any manner impair the value of the respective building.

Section 6. In the event repairs or reconstruction of a party wall or roof of any portion of a Townhome shall be necessary, all necessary entries on any adjoining Townhome shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter for such repairs or reconstruction.

Section 7. Each common wall and common roof is to be and remain a party wall and party roof, for the perpetual use and benefit of the respective Owners, and their heirs, assigns, successors, and grantees.

Section 8. The Townhome party wall shall, as nearly as possible, be placed upon the boundary line separating Subdivision lots. If, due to misalignment of a party wall, a Townhome intended to be placed entirely upon one lot encroaches upon another lot, a valid easement for the encroachment and its maintenance as long as it stands shall and does exist. In the event a Townhome is partially or totally destroyed and then rebuilt, the Owners agree that encroachment due to construction shall be permitted and that a valid easement for the encroachments and the maintenance thereof shall exist.

#### ARTICLE VIII

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be

commenced, erected, or maintained upon the Properties, 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 or external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE IX

##### PROTECTIVE RESTRICTIONS

Section 1. Residential Use. The property subject to these Protective Covenants, Conditions and Restrictions shall be used for residential living and for no other purpose. No business or commercial enterprises may be conducted on or in any Lot or Unit. No Lot or Unit shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership to form one or more larger lots. In the event of the division or subdivision of any lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot(s) and the owner(s) thereof, to and with which all or portions of the divided or subdivided lot(s) become consolidated, provided

however, that any subdivision shall conform to any applicable state or local codes or regulations.

Section 2. Automobile Storage Areas. No automobile garage shall be permanently enclosed or converted to another use. No carports shall be permitted unless approved by the Board of Directors. All garages must have doors which are maintained in a useful condition

Section 3. Window Air Conditioning Units. No window or wall air conditioning units shall be permitted.

Section 4. Game and Play Structures. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located in from on the rear line of the residence constructed thereon and any such structure must have prior approval of the Board of Directors.

~~Section 5. Clothes Drying Area.~~ No portion of any Lot, or Unit shall be used as a drying or hanging area for laundry of any kind. *deleted by Amendment 198*

Section 6. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers except during pickup.

Section 7. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporary or permanently, except that any Lot or Unit may be used by Developer as a sales office during the



development of LANTANA PINES or other developments by Developer in the same area.

Section 8. Signs. No sign of any kind shall be displayed to the public view on any Lot or in or on any Unit unless the size and design of all signs shall have received the approval of the Board of Directors.

Section 9. Nuisances. Nothing shall be done or maintained on any Lot or to any Unit which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 10. Pets. No animals of any nature or type whatsoever shall be kept or maintained on any part of the property except each unit owner may keep not more than two (2) dogs, cats or other household pets normally and customarily kept, harbored and maintained in strictly residential areas. No Owner shall cause nuisance to adjoining Lot or Unit owners by maintaining more pets than can be reasonably housed and maintained upon his property. Any pet maintained at Lantana Pines shall not weigh in excess of forty (40) pounds, shall be on a leash or otherwise restrained when outside the owner's premises and shall not become a nuisance to other owners in Lantana Pines.

Section 11. Vehicle or Boat Storage. No trucks, motorcycles, commercial vehicles, boats, trailers including boat trailers shall be stored on any Lot or in any driveway of any residence.

Section 12. TV and CB Antennas. The installation of TV or CB antennas is not permitted on any lot area or the exterior of any residence. ✓

Section 13. No structure or appliance which will interfere with the maintenance of a lot may be placed or maintained thereon. ✓

Section 14. Garbage shall not be placed for collection in front of a residence sooner than the morning of the collection. Garbage shall be placed for collection only in extra heavy duty closed plastic bags.

*add § 15, 16, 17 by amendment 1981*

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and any Owner or lessee thereof and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any

land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots or by the Association has been recorded agreeing to change said covenants and restrictions in whole or in part, or to terminate them. However, no such agreement to change or terminate shall be effective unless made and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 4. Amendment. This Declaration may be amended at any time and from time to time, with the consent of mortgages holding two-thirds (2/3) of the institutional mortgages hereafter placed upon the Lots, upon the execution and recording of an instrument executed by Owners holding not less than three-fourth (3/4) of the voting interests of the membership, provided, that so long as Developer is the owner of any lot, or any property affected by this Declaration, or amendment hereto, no amendment shall be effective without Developer's express written consent and joinder.

Article VI hereof, the Covenant for Maintenance Assessments, may not be amended without the consent of each mortgagee holding first mortgage upon a Lot in the Properties.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members. However, the developer may add additional property at any time as long as he has any property for sale in the due course of business.

Section 6. Plat Vacation. No portion of the plat of Lantana Pines containing open space may be vacated in whole or in part unless the entire plat is vacated.

Section 7. Destruction of Unit. If any Unit constructed in Lantana Pines is destroyed, if replaced it shall be replaced by a Unit of similar size and type.

Section 8. Water and Sewer Service. Atlas Utilities Corporation, a Florida Corporation, or successors, has the sole and exclusive right to provide all water and sewer facilities and services to the property described herein and to any property to which water and sewer service is actually rendered by Atlas Utilities. All occupants of any residence, building, unit or improvement erected or located on the property, and all subsequent or future owners or purchasers of the property, or any portion thereof, shall receive their water and sewer service from the aforesaid corporation or its successors, and shall pay for the same in accordance with the terms, conditions, tenor and intent of this agreement, for so long as the aforesaid corporation, 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 on the property, and all subsequent or future owners or purchasers of the property, or any

portion thereof, agree, by occupying any premises on the property or by recording any deed of conveyance with respect to the property, they will not construct, dig, build or otherwise make available or use water service from any source other than that provided by Atlas Utilities Corporation. However, there is excluded from this restriction, any water well or water source used solely and exclusively for the purpose of supplying water for irrigation on the property.

ARTICLE XI

DEVELOPER'S USE OF THE PROPERTIES

Until Developer has completed all of the proposed Units and closed sales of all Lots, neither the members, nor the Association nor anything contained herein or in the Articles of Incorporation or Bylaws shall interfere with the construction and sale of the Units. Developer may make use of any Unit or model erected upon the Properties and of the Common Area as may facilitate such completion and sale including but not limited to maintenance of sales offices, the showing of the property and the display of signs.

1983

*— Amendment also Article*

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has therunto set its hand and seal this 16<sup>th</sup> day of May, 1981.

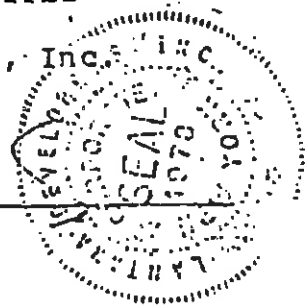
Witnesses:

*[Handwritten signatures of witnesses]*

LANTANA PINES, LIMITED

Lantana Developers, Inc.  
A General Partner

By *[Handwritten signature]*



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

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared CELE A. GENOLA, to me well known and known by me to be the PRESIDENT of LANTANA DEVELOPERS, INC., General Partner of LANTANA PINES, LTD., and did acknowledge before me that he executed the foregoing instrument on behalf of the corporation.



WITNESS my hand and seal this 15th day of May,

George A. Genola  
Notary Public, State of Florida  
My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 18, 1933  
Bonded by American Fidelity & Casualty Company

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RECORD VERIFIED  
PALM BEACH COUNTY, FL  
JOHN J. DANIEL  
CLERK CHIEF CLERK