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to re-plot and to grant such easements and licenses as it deems reasonably necessary or appropriate to make the Project a success. None of the grantees of an easement or license named in this Article shall have the right to assign its easement or license, or any benefits thereof, without the prior written approval of the Association.

The Developer further reserves the following rights:

1. To sell or lease any unsold Dwelling Unit, and in furtherance thereof the right, without limitation, to maintain model Dwelling Units thereon, have signs posted on the Project, staff employees, maintain a sales and/or construction office on the Project, and show unsold Dwelling Units.

2. To use the Project in any way necessary to complete its development and the construction and sale of Dwelling Units and Lots.

C. Rules and Regulations. The following Rules and Regulations are hereby instituted for the success of the Project:

1. Use of Dwelling Unit. Dwelling Units may be used only for residential purposes.

2. Exterior Color Plan. No Lot Owner shall in any way deface or change the color of the exterior of his Dwelling Unit.

3. Temporary Structures. No structure of a temporary character shall be permitted on any Lot at any time. This has no application to construction and sales requirements of the Developer.

4. Alteration. No substantial alteration or remodeling of a Dwelling Unit involving the cutting or moving of partition walls may be done without prior written permission from the Association and the adjoining Dwelling Unit Owner.

5. Signs. No Lot Owner (other than the Developer) shall display to the public view a sign on any Lot except a sign displaying the word "open", not to exceed three square feet, during any time the Owner or his designated representative is on the premises. "For Sale" or "For Rent" signs are expressly prohibited.

6. Landscaped Areas. All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar sound, healthy plant materials.

7. Replacement of Similar Structure. In the event any Dwelling Unit is destroyed or removed by or for any cause, such unit shall be replaced with a Dwelling Unit of the same size and type, in accord with the plans and specifications of the Dwelling Unit being replaced.

8. Repair of Dwelling Units. All repairs of a Dwelling Unit will be made in accordance with the original plans and specifications of the Dwelling Unit, unless written authorization to the contrary has been obtained from the Association.

9. Repair and Trash Containers. No Parcel shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste, except newspapers, shall be placed in plastic bags and tied securely and kept in trash receptacles. Trash receptacles shall be kept in an area designated by the Association. This rule has no application to construction activities.

10. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

11. Antenna and Aerials. No radio or television antenna installation or other wiring shall be made without the written consent of the Association. No antenna or aerial shall be erected or installed on the roof or exterior walls of any Dwelling Unit. Any such antenna or aerial is subject to removal without notice and at the cost of the Owner for whose benefit the installation was made. Further, no television antennas or cable television facilities other than the system provided by Palm Beach Management Corp. or its assignee shall be permitted in the Common Area. This exclusivity shall exist for a period of fifteen (15) years from the date of this Declaration and shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by two-thirds (2/3) of the Owners of Lots in the Project has been recorded in the Public Records of Palm Beach County, Florida.

12. Pets. No animals, livestock or poultry of any kind shall be kept at the Project except dogs and cats and such other pets as the Association may authorize. The Association may make reasonable rules regulating the size and number of pets. Pets must be on a leash at all times. The owner of each pet shall be required to clean up after the pet in order to properly maintain the Common Area. Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to reasonable attorneys' fees and costs.

13. Offensive Activities. No activities shall be

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permitted that will be injurious, offensive, or disturbing to the occupants of adjacent premises.

14. Parking. Trucks, boats, motor homes and other such vehicles shall not be parked on the property for more than one (1) hour in any twenty-four (24) hour period, except with the prior written consent of the Association. All motor vehicles will be maintained so as to not create an eyesore. This clause shall have no application to the construction and sales requirements of the Developer.

15. Storage. The personal property of all Owners shall be stored within their Dwelling Units.

16. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the Association.

17. Clothes Drying Area. No exterior portion of any Dwelling Unit shall be used as a drying or hanging area for laundry or similar items.

18. Awnings, Canopies, etc. No awning, canopy, shutter (see Paragraph 20 below) or other projection shall be attached to or placed upon the outside walls or roof of a Dwelling Unit without the written consent of the Association.

19. Dangerous Materials. No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Dwelling Unit, except such as are required for normal household use.

20. Hurricane Preparation. Owners may install hurricane shutters; however, they cannot be permanent and must be of the type that can be installed only when needed due to a storm and be completely removed thereafter. Each Owner or occupant who plans to be absent from his Dwelling Unit during the hurricane season, and who wishes hurricane protection, must prepare his Dwelling Unit prior to his departure by designating a responsible firm or individual to care for his Dwelling Unit should it require hurricane protection and by furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

21. Motor Vehicle Repair. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

22. Resale. On any resale of a Lot, the new Owner shall notify the Association of the change of ownership in

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within thirty (30) days of closing.

23. Other Rules and Regulations. The Owners will abide by such other rules and regulations as are adopted by the Association.

D. Party Wall Facilities. This Party Wall Agreement shall be an easement and a covenant running with the land. Upon the completion of the Dwelling Units on a Block, the common walls which are located on an imaginary line between the lots on which the adjoining Dwelling Units are constructed, shall be party walls for the perpetual benefit of, and use by the Owner, the Owner's heirs, assigns, successors or grantees.

1. Each Owner is licensed by his adjacent Owner to enter upon his adjacent Owner's premises, at a reasonable time and upon reasonable notice, for the purpose of maintaining, repairing or reconstructing a common wall as hereinafter provided, so long as the maintenance, repair or reconstruction shall be done in a good workmanlike manner.

2. In the event it shall become necessary to perform maintenance thereon, or to repair or reconstruct the whole or any part of a common wall, the expense therefor shall be shared equally by the affected Owners of each adjoining lot or their successors in title. Provided, that if such maintenance, repair or reconstruction is brought about solely by the neglect or the willful misconduct of one Owner, any expense incidental thereto shall be borne solely by such wrongdoer. If an Owner shall refuse to pay his share, or all of such costs in the case of his negligence or willful misconduct, the other Owner may have a common wall repaired or reconstructed and shall be entitled to a lien on the adjacent lot for such costs. This lien shall become effective upon the recording of a claim of lien in the public records of Palm Beach County. If an Owner gives a mortgage encumbering the title to his lot, then the mortgagee shall have the full right at its option to exercise the right of its mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for the repair or reconstruction and not reimbursed to the mortgagee by the Owner.

3. Whenever a common wall is repaired, it shall be repaired with the same or similar materials and of like quality of those used to initially construct a common wall. Whenever a common wall or any part thereof shall be reconstructed, it shall be reconstructed in the same manner and at the same location where it was initially constructed, and shall be of the same size and of the same or similar materials and of like quality.

4. No owner shall possess the right to cut windows

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or other openings in a common wall, nor to make any alterations, additions or structural changes in a common wall. A common wall shall be used in such manner as to preserve all rights of the adjacent Owner in a common wall.

5. In the event of any dispute arising between adjacent Dwelling Unit Owners as to the cause of any damage to a common wall, or as to the necessity of maintenance, repair or reconstruction of a common wall, or as to the provisions of this Party Wall Agreement, each Dwelling Unit Owner shall choose an arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision of a majority of those arbitrators shall be final and conclusive of the question or questions involved. Such arbitration will be conducted in accordance with the then existing rules of the American Arbitration Association.

E. Restrictions on the Sale or Lease of a Dwelling Unit.
The sale and/or Lease of a Dwelling Unit (by any person other than the Developer) shall be subject to the following provisions:

1. A sale or lease of a Dwelling Unit shall be accomplished only through the means of a bona fide written purchase contract or lease. The purchase contract or lease shall provide the name, address and telephone number of the prospective purchaser or tenant and shall contain a covenant and warranty by the Owner and its purchaser or tenant, which shall survive the closing or the tenancy, that they, their successors and assigns, shall comply with all the provisions of the Project Documents and the amendments thereto.

2. A true and complete copy of the purchase contract or lease shall immediately be transmitted to the Association by registered mail, return receipt requested with postage prepaid, to the Association's office address, together with the following: (1) a written notice of intent by the Owner to sell or lease the Dwelling Unit, (2) a true and exact copy of the purchase contract or lease, (3) completely filled in and signed application forms as then provided and required by the Association, (4) a non-refundable administrative fee as established by the Association for its administrative expenses, and (5) a covenant by the prospective tenant that it will abide by all of the provisions of the Project Documents.

Upon receipt of the foregoing documents, the Association shall have a thirty (30) day option period to notify the Owner as to which of the three following options it elects: (A) To permit the sale or lease of the Dwelling Unit pursuant to the purchase contract or lease submitted to the Association, or (B) To substitute a purchaser or lessee who will accept terms as favorable to the Owner as the terms stated in the purchase contract or lease previously submitted by the Owner. The

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Substitute Purchaser or Lessee must assume the provisions of the Project Documents in writing, or (C) To disapprove the proposed sale or lease, stating the reasons for such disapproval.

3. A written Certificate of Approval in recordable form shall be prepared by the Property Owners Association, signed by any two (2) members of the Association Board and mailed or delivered to the Owner and the proposed purchaser or tenant. Failure of the Association Board to grant approval or to furnish a Substitute Purchaser or Tenant within thirty (30) days after the Notice is given shall constitute Approval of the sale or lease, and the Property Owners Association shall be required to prepare and mail or deliver the Certificate of Approval to the Owner and the prospective purchaser or tenant.

4. In the event the Association furnishes its disapproval to the Owner, the latter shall be deemed to have offered the premises to the Substitute Purchaser or Tenant. The Substitute Purchaser or Tenant shall have not less than thirty days thereafter to consummate the sale or lease of the Dwelling Unit upon terms no less favorable than those communicated to the Association. The Owner shall not be relieved of such obligation except upon the written consent of the Property Owners Association and the Substituted Purchaser or Tenant. Upon closing with a Substitute Purchaser, the Association shall deliver its Certificate of Approval.

5. In the event the Substitute Purchaser or Tenant furnished by the Property Owners Association shall default in his obligation to purchase or lease the Dwelling Unit, the Association shall prepare and deliver the Certificate of Approval to the Owner and its purchaser or tenant.

F. Enforceability of Certain Covenants. Except for the enforcement of the lien for assessments, a covenant in this Declaration may be enforced by individual Dwelling Unit Owners only in the event (1) the Association Board declines to enforce the covenant, and (2) not less than twenty-five percent (25%) of the Owners of Dwelling Units for which certificates of occupancy have been granted in the Project, shall attempt to collectively enforce compliance with such covenant in the appropriate court of law.

Notwithstanding any provision to the contrary contained in this instrument, the Developer (so long as it shall still be offering at least five Dwelling Units for sale in the Project) and/or the Association Board shall have the right to enforce compliance with any covenant or provision contained in this Declaration at any time.

If all of the terms and requirements of this Article are met by the party or parties seeking to enforce any covenants