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CFN 20220307581

OR BK 33719 PG 0172
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Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0172 - 205; (34pgs)

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR SANTA CRUZ**

I HEREBY CERTIFY that the Amended and Restated Declaration of Covenants, Restrictions and Easements For Santa Cruz attached as Exhibit "1" to this Certificate were duly adopted as the AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SANTA CRUZ ("Declaration"). The Amended and Restated Declaration was approved by the members by written consent in lieu of a meeting pursuant to Florida Statute, Section 617.0701, and the Declaration. The original Declaration is recorded in Official Record Book 9130, at Page 669 et seq., of the Official Records of Palm Beach County Florida.

DATED this 18th day of July 2022

Signed in the presence of Witnesses as to Both:

By: 
Signature of First Witness

LESLIE GINOOCCHIO
Print Name of First Witness


By: 
Signature of Second Witness

Amanda Brown
Print Name of Second Witness

Association:

Santa Cruz Homeowners Association, Inc. A
Florida Corporation Not-For-Profit

By: 
Yvonne Galarza, President

By: 
Karen Smith, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by [X] means of physical presence or [] online notarization this 18th day of July 2022 by Yvonne Galarza, President and Karen Smith, Secretary of Santa Cruz Homeowners Association, Inc., personal known to me who executed the foregoing instrument. Both acknowledged to and before me that each executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association.

SEAL



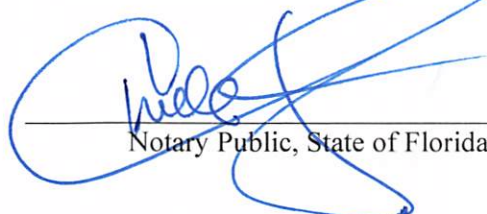

Notary Public, State of Florida

EXHIBIT "1"

AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SANTA CRUZ

The purpose of this Amended and Restated Declaration is to continue the purpose of the original Declaration as may have been amended from time to time. THE ORIGINAL DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SANTA CRUZ ("Declaration") was made on the 19th day of February 1996, by SANTA CRUZ, INC., a Maryland corporation, its successors, and assigns (hereinafter referred to as the "Declarant"), and joined in by SANTA CRUZ HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association").

RECITALS:

A. Declarant owned certain real property located in Palm Beach County, Florida, which is more particularly described on Exhibit "A" attached hereto ("Property").

B. Declarant developed the Property as part of a residential community known as SANTA CRUZ (hereinafter called the "Project").

C. In order to provide for the orderly development and efficient operation of the Property and to maintain the values thereof, Declarant developed the Property pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens, and burdens, all running with the Property, as hereinafter set forth.

D. In connection with the foregoing, Declarant created the Association, a corporation not for profit, under the laws of the State of Florida, to which certain rights, powers, duties and obligations for the Property have been delegated and assigned including, without limitation, operation, administration, maintenance and repair of portions of the Property, including the "Common Properties" (as hereinafter defined), and administering and enforcing the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declared that the Property shall be hereafter owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

ARTICLE 1

DEFINITIONS

1.01 "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Department of State of Florida, a copy of which is attached hereto as Exhibit "C," as such Articles may be amended from time to time.

1.02 "Assessment(s)" shall mean and refer to "Common Assessments," "Individual Assessments," "Special Assessments," and (as each is hereinafter defined), individually and collectively, as the context may require.

1.03 "Association" shall mean and refer to SANTA CRUZ HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors, and assigns.

1.04 "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.05 "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "D," as the Bylaws may be amended from time to time.

1.06 "City" shall mean and refer to the City of Boynton Beach, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

1.07 "Common Assessment" shall mean and refer to the charge against all Owners and their "Lots" (as hereinafter defined), representing their proportionate share of the routine "Common Expenses" (as hereinafter defined) of the Association.

1.08 "Common Expenses" shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, together with any other portion of the Property which is now or hereafter becomes the maintenance obligation of the Association, including but not limited to, any maintenance easements or other easements covering portions of Lot(s) in favor of the Association, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the Bylaws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly-metered utilities, cable or master television charges, if any, and other commonly-metered charges for the Common Properties; (c) costs of management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other agents, employees, or independent contractors; (d) costs of all gardening and other services benefiting the Common Properties, and all recreational facilities thereon; (e) costs of fire, casualty and liability insurance, worker's compensation insurance, and other insurance covering or connected with the Association or the Common Properties; (f) costs of bonding the members of the Board and the "Management Company" (as hereinafter defined); (g) taxes paid by the Association, including real property taxes for the Common Properties, if any; (h) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof; and (i) costs of any other items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Property.

1.09 "Common Properties" shall mean and refer to those portions of the Property (or any interest therein) which are declared as being Common Properties (which includes any Limited Common Properties which are within the legal description of the Common Properties) in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), or those portions of the Property (or any interest therein) which are conveyed by Declarant or otherwise to the Association as Common Properties, including where the context requires or permits, any "Improvements" (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners and hereby incorporates within this Declaration all terms, conditions and provisions set forth in Exhibit "B".

1.10 "County" shall mean and refer to Palm Beach County, Florida.

1.11 "Declarant" shall mean and refer to SANTA CRUZ, INC., a Maryland corporation, presently having an office located in Broward County, Florida,

1.12 "Declaration" shall mean this instrument, as it may be amended from time to time.

1.13 "Family" shall mean and refer to (i) a group of natural persons related to each other by blood, or legally related to each other by marriage or adoption, or (ii) a group of persons not so related who maintain a common household on a Lot.

1.14 "FHA" and "VA" "FHA" shall mean and refer to the Federal Housing Administration and "VA" shall mean and refer to the Veteran's Administration (sometimes hereinafter collectively referred to as "FHA/VA").

1.15 "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, structures, fixtures, walkways, sprinkler pipes and other apparatus, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees and shrubs, poles, antennas or satellite dishes, signs, and exterior air-conditioning and water-softener fixtures or equipment, if any.

1.16 "Individual Assessment" shall mean and refer to a charge against one or more Owners and their Lots, directly attributable to such Owner(s)' failure to duly perform or breach their obligations or burdens hereunder, and the Association's enforcement of this Declaration against such Owner(s) and/or Lot(s), as further described in Section 6.06 hereof.

1.17 "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of a bank, mortgage company, insurance company, federal or state savings and loan association, real estate or mortgage investment trust, or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender.

1.18 "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.

1.19 "Limited Common Properties" shall mean and refer to the exclusive use rights in and to the assigned parking space(s) as defined in Section 10.11 of this Declaration and shall be portions of the Common Properties.

1.20 "Lot" shall mean and refer to any residential Lot as shown on a plat, as presently or hereafter recorded, or modified, or as shown on any plat waiver or record survey filed with the County, or any parcel of land located within the Property which has been or is intended to be conveyed to an Owner and which contains or is intended to contain one dwelling unit, together with any Improvements which may be constructed thereon.

1.21 "Management Company" shall mean and refer to the person, firm, or other entity employed by the Association as its agent to assist it in fulfilling or carrying out certain duties, powers, obligations, or functions of the Association.

1.22 "Members" shall mean and refer to any Persons who are entitled to membership in the Association, as provided in Article 3 hereof.

1.23 "Notice and Hearing" shall mean and refer to written notice and a public hearing, before a tribunal appointed by the Board, at which the Owner charged with a particular offense shall have an opportunity to be heard in person or by counsel at such Owner's expense and as otherwise provided in the Bylaws.

1.24 "Owner" shall mean and refer to a record owner of any percentage of the fee simple interest in a Lot but excluding those Persons having an interest in a Lot merely as security for the performance of an obligation. For purposes of Article 10 of this Declaration only, unless the context otherwise requires, the term Owner shall also include the Family, invitees, licensees, lessees and sublessees of any Owner, and any other user or occupant of a Lot. If a Lot is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.

1.25 "Person" shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.

1.26 "Plat" shall mean and refer to the Santa Cruz Plat, according to the Plat thereof, recorded in Plat Book 76, Page 94 of the Public Records of Palm Beach County, Florida.

1.27 "Residential Property" shall mean and refer to all real property within the Property which is not Common Properties, and which is not otherwise dedicated, restricted, or limited for nonresidential use.

1.28 "Rules" shall mean and refer to the rules and regulations which are duly adopted by the Association from time to time.

1.29 "Special Assessment" shall mean and refer to a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in Common Expenses of the Association after collections of Common Assessments, as all are further described in Section 6.07 hereof.

1.30 "Supplemental Declaration" shall mean and refer to any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration.

The foregoing definitions shall be applicable to this Declaration, as amended from time to time, and also to any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

ARTICLE 2

OWNER'S PROPERTY RIGHTS; EASEMENTS

2.01 Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions, provided, however, that none of the following shall deny the rights of ingress and egress granted in this Declaration, and to the extent they attempt to deny any rights of ingress and egress they shall not be of any force or effect:

A. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.

B. The right of the Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all parking and other restrictions within the Common Properties.

C. The right of the Association, in accordance with the Articles, Bylaws and this Declaration to borrow money for the purpose of improving the Common Properties, in aid thereof, to mortgage, pledge or hypothecate any or all of its' real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinate to the use rights of the Owners.

D. The right of the Association to suspend the right of an Owner to use the Common Properties (except for purposes of ingress and egress) for any Owner for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any other single infraction of this Declaration or the Rules of the Association, provided that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the Bylaws.

E. The right of the Association to dedicate, grant, release, convey, alienate, or transfer all or any part of the Common Properties to any public agency, authority, utility or private party or entity.

F. The right of the Association to construct, replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

G. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Properties.

H. The right of the Association to grant such other easements over the Common Properties as it deems appropriate.

2.02 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties and facilities to the members of the Owner's Family, in accordance with the Bylaws. Any Owner may so delegate such rights to the Owner's tenant(s) who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board.

2.03 Waiver of Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

2.04 Title to the Common Properties. After all Improvements anticipated to be constructed in the Residential Property have been constructed and conveyed to purchasers, Declarant shall convey to the Association by quit-claim deed the fee simple title to the Common Properties and the Association shall be bound to accept said conveyance without the joinder to such deed. Association shall hold title to the Common Properties for the benefit of those Persons entitled to use same under the provisions hereof.

2.05 Access. Association and all Owners, including their respective tenants, guests and invitees, perpetual, are granted non-exclusive easements of ingress and egress over and across: (i) any private streets, sidewalks, access ways, and parking areas constructed on the Common Properties from time to time; and (ii) over and across those portions of the Common Properties lying adjacent to and between the boundary line(s) of the Lot(s) and the private streets, sidewalks, access ways

and/or parking areas, as the case may be, which portions of the Common Properties are either designated as or necessary for ingress and egress up to the Lot(s), and uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

2.06 Utilities. The Property shall be subject to such non-exclusive easements for utilities, including, but not limited to, drainage, water, sewer, telephone, electric and cable television, as may be reasonably required to properly and adequately serve the Property or other portions of the Project as it exists from time to time, provided, however, that no such easements shall exist so as to unreasonably interfere with the use of the Property subject to same or so as to cause any encroachments of such easements upon any buildings or other Improvements, wherever said buildings or other Improvements may be located from time to time. An easement shall exist for the common meters so constructed, and any wires, pipes, or other facilities connecting such meters to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof.

2.07 Services. Association hereby grants to courier or delivery services, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by it to service the Property, and to such other persons as it from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purposes of performing their authorized services and investigation.

2.08 Lot Line Encroachments. Certain dwellings and other Improvements constructed on Lots may be situated so that a portion thereof, including, without limitation, any exterior wall of such dwelling, roof overhangs, gutters or fences, may be located upon, immediately adjacent to, overhang, or encroach upon the boundary line (as well as that portion of the adjoining Lot or Common Properties subject to such encroachment) between the Lot upon which said dwelling is located and either an adjoining Lot or a portion of the Common Properties. In all such cases, said adjoining Lot or portion of the Common Properties shall be subject to an easement and appurtenant rights, including the right of ingress and egress, in favor of the encroaching Lot and its respective Owner, which easement and appurtenant rights shall be for the purpose of (a) permitting the existence of the encroachment, and (b) allowing ingress and egress for the performance of proper and normal maintenance to the encroaching Improvement, including meter reading. All of such Improvements which have been constructed by Declarant and approved by applicable building authorities are deemed to have been reasonably constructed, notwithstanding any such encroachment. In no instance shall the exercise of any such easement and appurtenant rights created pursuant to this Section 2.09 unreasonably interfere with the use of the Lot subject to same.

2.09 Party Walls. Each common wall shared by two Lots shall be a party wall for the perpetual benefit of and use by the owners of each respective Lot. Each such Lot and Owner is hereby granted an easement for the existence of the party wall to the extent it encroaches on the adjoining Lot, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his residence. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall. However, if either Owner's negligence or willful

misconduct causes damage to the party wall, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by Owners sharing the party wall.

2.10 Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required, and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to the Declaration, including but not limited to, the functions of the Association contained in Article 5 hereof. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

2.11 Execution. If and to the extent that the creation of any future easements (exclusive or non-exclusive), deemed necessary by Association for any purpose it deems appropriate in its sole discretion, including but not limited to, access, ingress and egress, emergency access, utilities, drainage, water and sewer, gas, cable television and related uses, electric and telephone, requires the joinder of any Owner(s), then Association t may, by its duly authorized officers, as the agent or the attorney in fact for the Owner(s), execute, acknowledge and deliver such instrument required to create such easements, so long as said easements do not encroach upon any buildings. The Easements may be created upon any portion of the Property including but not limited to Lots and Common Properties and shall be valid and effective whether created before or after Declarant has conveyed title to any portion of the Property so affected and said Easements shall not require the joinder of any Owner(s), Mortgagees, the Association or any other party holding an interest in the Property affected.

2.12 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article 2 shall survive any termination of this Declaration.

ARTICLE 3

MEMBERSHIP IN ASSOCIATION

3.01 Membership. Every Owner of a Lot shall be a Member of the Association (hereinafter referred to as the "Membership"). Membership in the Association shall be appurtenant to and may not be separated from the Lot. Ownership of a Lot shall be the sole qualification for Membership in the Association.

3.02 Co-Ownership of Lots. When more than one Person owns an interest in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled.

ARTICLE 4

VOTING RIGHTS

4.01 Members shall be entitled to one (1) vote, in accordance with the Bylaws, for each Lot they own.

ARTICLE 5

FUNCTIONS OF THE ASSOCIATION

5.01 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.02 Required Services. In addition to those other responsibilities specified in the Articles or Bylaws, the Association, or its Management Company if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

A. All painting and maintenance of the Common Properties, and all Improvements thereon, as, and when deemed necessary by the Board.

B. Maintenance and care for all landscaped areas within the Common Properties and Lots, including but not limited to, as applicable, the front yards, side yards, rear yards, court yards (if any) and garden areas (if any), of each Lot, including but not limited to, lawns, trees, shrubs, hedges, bushes, and plantings, if any, and including irrigation of all portions of each Lot, and maintenance of irrigation equipment and facilities within each Lot. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties, and the Lots will be irrigated.

C. Maintenance of any and all streets, roads, parking areas, sidewalks, lead walks, paths and entry features, road, and Lot drainage, including curbs, gutters, storm sewers and swales, located throughout the Common Properties, Limited Common Properties or within any portions of the Property which may now or hereafter be dedicated to the public or to any governmental body.

D. Payment of ad valorem and commercial personal property taxes, if applicable, with respect to the Common Properties, both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes prior to conveyance of legal title is fair in light of the Members' use and benefit of such property by virtue of easements created herein.

E. Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Association.

F. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions, or restrictions applicable to the Property, or in the Articles or Bylaws.

G. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

H. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board, including but not limited to blanket insurance policies covering the building structures located on the Lots, which blanket insurance policies shall be in the name of the Association, individually and as agent for the Owners covered by the policies, without naming them and as agents for their mortgagees without naming them.

I. Acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association.

J. Painting and non-structural, cosmetic maintenance of the exterior surfaces of walls, privacy walls, fences and trim of any Improvement on any Lot including but not limited to exterior painting and stucco repair; and painting only of any front doors, side doors, rear doors, and/or framing or casings thereof, located on each house on any Lot; and painting and structural maintenance, repair or replacement, of roofs, including gutters, downspouts and skylights, as the Board and/or the Association deems proper, in their sole discretion, provided, however, that such painting and structural maintenance, repair or replacement shall be for ordinary wear and tear from time to time and not for damages caused by fire, hazards or any other perils or any other casualty loss. Except as provided in Sections 5.02.B and 5.02.C hereof and except as provided in this Section 5.02.J above, the Association shall not be responsible for maintenance, repair or replacement of each house and related structures within or on any Lot, including, but not limited to, any stucco repairs, any structural repairs (other than roofs, including gutters, downspouts and skylights as provided in this Section 5.02.J), any windows, window screens, door screens, patio screens, screened enclosures, if any, front doors, side doors, rear doors, and/or the framing or casings of any of the foregoing, any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules.

K. Monitor and maintain the littoral zone, Tract O, in accordance with the requirements of any applicable governmental or quasi-governmental authority from time to time.

5.03 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Lighting of roads, sidewalks, walks and paths throughout the Property.

B. Fire protection and prevention.

C. Garbage and trash collection and disposal.

D. Conducting recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests, and invitees.

E. Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse.

F. Maintenance of electronic and other surveillance devices.

G. Installation, operation and maintenance of cable television facilities, or other communication systems throughout the Property.

H. Such other services as are authorized in the Articles or Bylaws.

I. Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;

J. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Project, including, but not limited to party wall repairs as stated in Section 2.10 hereof.

5.04 Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system throughout the Project. An easement is hereby created over the Common Properties in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated, and maintained in conformance with the requirements of the South Florida Water Management District and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the property including, but not limited to, all lakes, canals, swale areas, retention areas, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association.

Any proposed amendment to this Declaration, which would affect the surface water management and drainage system, environmental conservation areas, if any, or water management portions of the common areas must be submitted to the South Florida Water Management District to determine whether the proposed amendment necessitates a modification of the Surface Water Management Permit (the "Permit"). A copy of the Permit and its conditions are attached hereto as Exhibit "F" and made a part hereof. After a review of the proposed amendment, the South Florida Water Management District will advise the Association if a modification of the permit is necessary.

5.05 Irrigation System. A non-exclusive easement is hereby created over the applicable and necessary portions of the Common Properties and the Lots in favor of the Association, including its agents or other designees, for the installation and maintenance of the irrigation system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time, and provided that such easement shall not unreasonably interfere with any Owner's (including their respective agents or other designees) intended or permitted use of the Common Properties and/or the Lots.

5.06 Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 7 hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such

purposes by 75% of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.06, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.06 may not be amended.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.01 Obligation for Assessments. Each Owner of any Lot, 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 Common Assessments for Common Expenses, (2) Individual Assessments, (3) Special Assessments, hereinafter collectively described as the "Assessments". All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof for its respective Assessments shall commence the day on which title to the Lot is conveyed by Declarant to the first purchaser thereof and shall be prorated from such date.

All Assessments, together with interest, costs, late charges, and reasonable attorneys' fees for the collection thereof, shall be a charge on each Lot and shall be a continuing lien thereon as more particularly described in Article 7 hereof. Each Assessment, together with interest, costs, late charges, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent Assessments shall be the joint and several obligations of such Owner and the successors-in-title to such Owner.

6.02 Common Assessments. The Common Assessments levied by the Association shall be used exclusively to pay Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners

6.03 Amount of Common Assessments; When Payable. At least twenty-four (24) days prior to the beginning of each fiscal year the Board of Directors shall prepare, adopt, and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual budget may also include a reasonable sum as determined by the Board of Directors for reserves to fund deferred maintenance including, without limitation, repairing the roads and painting the units. The annual Common Assessment for each Lot shall equal the amount of the operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by all Lots. From time to time during the fiscal year, the Board may modify the budget for the fiscal year, and upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable in equal monthly installments unless determined by the Board, from time to time, to be payable less frequently. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or

date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments for Common Expenses be due less than ten days from the date of the notification of such Assessments. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

6.04 Individual Assessments. Any maintenance, repair, or replacement within the Property arising out of or caused by the act or failure to act of an Owner and/or the Owner's failure to fulfill any obligations contained in this Declaration, including the Owner's family, tenants, guests, or invitees, shall be effected at the Owner's expense and an Individual Assessment therefor shall be made against the Owner's respective Lot, to the extent proceeds of insurance are not collected with respect to such loss. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective Lot as an Individual Assessment, including, but not limited to, party walls as provided in Section 2.10 hereof.

6.05 Special Assessments. In addition to the Common and Individual Assessments the Board may levy at any time, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital Improvement, upon the Common Properties, including fixtures and personal property related thereto, or for defraying any other Common Expenses of the Association not originally budgeted, including shortfalls in Common Assessments.

6.06 Proportionate Share of Assessments. Common Assessments and Special Assessments, provided for in this Article 6 shall be allocated and assessed equally among all Lots required to make such payments, pursuant to Section 6.03 hereof.

6.07 Financial Reports. Within one-hundred and twenty days following the end of each fiscal year, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year and shall cause to be distributed a copy of each such statement to each Member upon request.

6.08 Assessment Roster and Notices. The Association shall maintain a roster of the amount of all Assessments against each Lot, which shall be calculated in accordance with this Article 6. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee shall be conclusive as to the information set forth therein.

6.09 Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable pursuant to written notice to each Owner by the Board, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

6.10 Capital Contributions. Upon the conveyance of each Lot to any person or entity, other than the Association or an Institutional First Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association at closing a one-time, non-refundable sum equal to one-fourth of the annual assessment, as a Capital Contribution ("Contribution") to the Association.

There shall not be a requirement to pay a Contribution if title to a Lot is conveyed for inheritance and/or bona fide estate planning purposes on behalf of the present Owner. The Contribution shall not be considered an advance payment of Assessments.

The Contribution is in addition to the annual assessment, and it shall be collected in the same manner as an assessment for Common Expenses in accordance with the provisions of this Declaration and Chapter 720, Florida Statutes as either may be amended from time to time.

ARTICLE 7

EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION

7.01 Effect of Non-Payment of Assessments; Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereinafter imposed on the Lot by the Association (the "Assessment Lien"). The Assessment Lien shall be effective from and shall relate back to the date on which the original Declaration was recorded, and shall include all costs of collection, including reasonable attorneys' and legal assistants' fees and costs, as well as late charges and interest as herein provided. The lien provided for in this section shall only be subordinate to the lien of any first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. Any installment of a Common Assessment, Individual Assessment or Special Assessment not paid within ten (10) days from the date when due, shall bear interest from the due date of such installment at the highest rate permitted by law, and shall be subject to a late charge in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each delinquent installment. An Owner, regardless of how title to a Lot is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments which come due while the Owner. Additionally, an Owner, regardless of how title to a Lot is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is jointly and severally liable with the previous Owner, for all unpaid assessments that came due up to the time of transfer of title. For the purposes of the preceding sentence, the term "previous Owner," does not include the Association that acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose its Assessment Lien against the Lot of such Owner(s), or both. In the event of any legal action or any litigation brought by the Association against an Owner to collect unpaid assessments, the Association is entitled to recover its costs and attorney's fees at all, pre-suit, trial, bankruptcy, and appellate levels. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of a Common Assessment is not paid within when due, as extended by grace periods provided hereunder, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common

Assessments for the then current fiscal year. If the delinquent installment(s) of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable upon written notice of such election by the Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration.

Any payments made to the Association by any Owner shall be applied first to any interest accrued by the Association, then to any late charges, then to any costs and attorney fees, and then to the delinquent assessment.

7.02 Notice of Lien. No action shall be brought to foreclose the Assessment Lien herein created unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified, or registered, postage prepaid, addressed to the Owner of the Lot, and a copy thereof has been recorded by the Association in the Public Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Lot, the record Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the rate set forth in Section 7.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said Assessment Lien and late charges), and the name and address of the Association as claimant. Such Notice of Lien shall be signed and acknowledged by a duly authorized officer or agent of the Association. Filing of the Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 7.03 hereof). The Assessment Lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest, and reasonable attorneys' fees which accrue subsequent to filing the Notice of Lien.

7.03 Subordination of the Lien to First Mortgages. The liability of a first mortgagee who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title is limited to the amounts provided for by Florida Statute §720, as amended from time to time. These provisions for limited liability shall apply only to a first mortgagee and shall not apply unless the first mortgagee joined the Association as a defendant in its foreclosure action, nor shall these provisions for limited liability of a first mortgagee apply if the Association's lien is recorded before the first mortgagee's mortgage is recorded. The preceding language regarding the liability of a first mortgagee shall not be effective as against any first mortgagee whose mortgage is of record as of the effective date of this amendment to this Declaration

7.04 Foreclosure Sale. The Assessment Lien set forth herein may be foreclosed under Florida Law. The Association, through a duly authorized officer or agent, shall have the power to bid on the Lot at foreclosure sale, with credit given for the amount of the judgment, and to acquire and hold, lease, mortgage and convey the same.

7.05 Curing of Default. Upon the timely curing of any default for which a Notice of Lien was filed by the Association (including payment of all delinquent principal, interest, late charges, and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of the Assessment Lien upon payment by the defaulting Owner of a fee, to be determined

by the Association, but not to exceed Two Hundred Fifty Dollars (\$250.00), to cover the cost of preparing and recording such release.

7.06 Cumulative Remedies. The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law or in equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

ARTICLE 8

REMOVED AND RESERVED

ARTICLE 9

MAINTENANCE AND REPAIR OBLIGATIONS

9.01 Maintenance Obligations of Owners. Except for the duty of the Association to provide for maintenance and other services as enunciated in Section 5.02 of this Declaration, it shall be the duty of each Owner, at the Owner's sole cost and expense, to maintain, repair, replace and restore the Lot, including all Improvements located thereon, including but not limited to the party wall as provided in Section 2.10 hereof in a neat, sanitary and attractive condition, as may be subject to the Owner's respective control in accordance with the terms of this Declaration, including, but not limited to the Owner's maintenance responsibilities set forth in Section 5.02(J) hereof. Owners shall remove at Owners' sole cost and expense any equipment, fixtures or any other item installed within or placed upon the Lot by Owners, including their agents, or other designees, upon request from the Board and/or the Association to remove same, as deemed necessary or desirable by the Board and/or the Association, in their sole discretion, to enable the Association to perform its maintenance and other services enunciated in Section 5.02(J) hereof. In the event that any portion of such Lot (i) falls into disrepair, (ii) is not properly maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or (iii) otherwise violates any of the obligations stated in this Declaration, then the Association shall have the right, but not the duty, upon fifteen (15) days prior written notice, to correct such condition and to enter upon such Lot to make such repairs or to perform such maintenance as is required in the Association's reasonable discretion; provided, however, the Association shall have the right of immediate entry with respect to those portions of the Lot lying outside of the house or other enclosed structures in the event of an emergency. The cost thereof shall be charged to the appropriate Owner and shall be an Individual Assessment as to the respective Lot. The Owner of such Lot shall pay promptly all amounts due for such work, pursuant to written notice received from the Association in like fashion to an Individual Assessment. Any costs and expenses or collection may be added, at the option of the Board of Directors, to the Individual Assessment.

9.02 Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, as well as portions of the Lots, as more fully described in Section 5.02 hereof. The maintenance obligations of the Association shall include all recreational facilities, if any, owned or operated by the Declarant and/or the Association, or their respective successors, assigns, agents, employees or other designees, from time to time, commonly metered utilities, the interior and exterior of the recreation buildings, if any, owned or operated by the Declarant and/or the Association, or their respective successors, assigns, agents, employees or other designees, from time to time, and any and all utility facilities and buildings or other structures situated on the Common Properties, except if such

facilities are to be maintained by either private or public utility companies, or some governmental agency. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace, when necessary, the trees, plants, grass, and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct, replace, and refinish any paved surface on the Common Properties. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board shall determine, in its sole judgment, to be appropriate.

ARTICLE 10

USE RESTRICTIONS

The Property shall be held, used, and enjoyed subject to all of the terms, limitations, and restrictions of the Declaration, including this Article 10; provided, however, these restrictions shall be further amplified and/or limited by either the Rules or the "Guidelines" (as defined in Section 14.02 hereof. Each of the Use Restrictions stated hereinafter may be regulated, enforced, or waived by the Association, through its Board or its designees. Each use of "Board" in this Article 10 shall include its designees, unless specifically prohibited in this Declaration or under Florida law. The Use Restrictions are as follows:

10.01 Clothes Lines. No outdoor clothes drying lines or related facilities shall be allowed within any portion of the Residential Property if such are visible from anywhere outside of each prospective Lot. The Board shall have the right to reasonably require each such clothes drying area to camouflage the presence of such clothes drying lines or facilities.

10.02 Trash. No trash or garbage cans, supplies, milk bottles, or other articles shall be placed outside of the Dwelling Unit, including, but not limited to on front or rear patios, except in the prescribed areas and on the days designated by the Board. Furthermore, the Board shall have the right to prescribe a "standard" trash or garbage container to be used by each Owner. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags in the prescribed garbage container and deposited ONLY in the areas and on the days designated by the Board, as provided above. The Common Properties shall be kept free and clear of rubbish, debris, and other unsightly material.

10.03 Personal Property. No items of personality including but not limited to lawn furniture, toys, ladders, garden equipment, statutes, or lawn ornaments, may be stored or placed on the front or side portion of any Lot, and/or left on the front or side portion of a Lot overnight. Lawn furniture and toys are restricted to the rear of each Lot and should be hidden so that they are not readily visible from any street within the Project. Notwithstanding anything contained herein to the contrary, no children play equipment, including but not limited to swing sets, jungle gyms, slides, and sand boxes, may be erected on any portion of a Lot or Common Area without the express written approval of the Board.

10.04 Automobiles Commercial Vehicles and Boats. Except as provided below, or as otherwise approved by the Association from time to time, no commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept overnight on the Property, including within the designated parking areas (the "Prohibited Vehicles"). Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, rather than equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any

commercial undertaking or enterprise, or (iii) containing tool racks, saddle racks, or other elements of a commercial nature. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof. Prohibited vehicles also includes any vehicle, including but not limited to passenger, commercial, motorcycles, mopeds, etc., which do not have a current registration or license tag. No vehicles shall be repaired within the Property, except on an emergency basis. No vehicle shall be left within the Property for more than one business day if not capable of self-propulsion. All vehicles, including motorcycles, mopeds, etc., shall be equipped with effective sound muffling devices. The Association may, but shall not be obligated to, designate certain portions of the Common Properties, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated pursuant to this Section 10.04, in the sole and absolute discretion of the Association, be terminated for such use without cause. The Association shall have the authority to formulate appropriate Rules concerning the use of any such parking/storage area, including reasonable charges therefor.

10.05 Agents of Association. No owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such person is an officer or director of the Association acting within their scope of authority.

10.06 Construction of Improvements. During construction of any permitted Improvements on a Lot, the Lot and all other portions of the Property shall be kept in a clean, neat, and orderly condition at all times. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Lot and the Property. After commencement of construction of any permitted Improvements on any Lot, the work thereon shall be diligently pursued and completed so that Improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.

10.07 Nuisances. No Owner shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, or (iv) any other nuisance or annoyance by himself, his family, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts, or conveniences of the Owners. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board.

10.08 Antennas. No radio or television installation may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, aerial, satellite dish or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Lot without the prior written consent of the Board.

10.09 Signs. No sign, advertisement, notice or other lettering (except street numbers in front of Lots or names and addresses on mailboxes) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Property without the written consent of the Board. The Board shall have the right to prohibit any signs offering property for sale or rent or limit the size of such sign. No Owner shall cause any sign, advertisement, notice or other lettering to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, patios, windows, or roof, unless approved by the Board.

10.10 Prohibited Parking. No parking shall be permitted on sidewalks or swale areas, and all parking shall only be permitted in designated parking areas.

10.11 Rules and Regulations. There are current Rules of the Association; provided, however, the Association may adopt additional reasonable rules and regulations, or amend or eliminate those operative from time to time, pertaining to the use and maintenance of the Property, including rules and regulations relating to any of the Common Properties.

10.12 Parking Areas/Assignment of Parking Space(s).

(a) Simultaneously with the conveyance of a Lot from the Declarant to the Owner(s), the Association shall assign the exclusive right to use one parking space as an appurtenance to such Lot. Once so assigned, such exclusive right to use the parking space shall become a Limited Common Property and shall entitle the Owner(s) of the Lot from time to time to the exclusive use thereof.

Assignment(s) pursuant to this subparagraph (a) shall be in the form as prescribed by the Association and no such assignment shall be recorded in the Public Records of the County. Other than as an appurtenance to Lot(s) in connection with the conveyance of title of same, Owner(s) may not reassign such rights to use a parking space other than to the Association, which reassignment shall not be effective unless and until it has been accepted by the Association, which acceptance may be denied in the Association's sole and absolute discretion.

(b) The following provisions (i) and (ii) pertain to the exclusive rights to use one parking space in addition to the parking space assigned to Owner(s) in accordance with the provisions of subparagraph (a) above, and nothing contained in this subparagraph (b) relates to the provisions in subparagraph (a) above.

(i) Declarant reserves unto the Association, its agents or other designees, the unilateral right to assign exclusive rights to use one additional parking space as an appurtenance to a Lot upon payment by the respective Owner(s) of such price as the Board may require, from time to time, in its sole and absolute discretion, and once so assigned, such additional parking space shall become a Limited Common Property as an appurtenance to such Lot and shall entitle the respective Owner(s) to the exclusive use thereof. The foregoing rights of the Association are subject, to the limitation, that no Lot shall be entitled to have as an appurtenance thereto the exclusive right to use more than one additional parking space at any time, and any assignment made in violation of the preceding restriction shall be void and of no force or effect. Assignment(s) pursuant to this subparagraph (b) shall be in the form prescribed by the Association and shall not be recorded in the Public Records of the County.

(ii) Once any such exclusive rights to use an additional parking space is assigned in accordance with subparagraph (i) above, the respective Owner(s) may reassign same to Owner(s) of another Lot, subject, however, to the limitation that no Lot shall be entitled to have as an appurtenance thereto the exclusive right to use more than one additional parking space at any time, and any assignment made in violation of the preceding restriction shall be void and of no force or effect. Upon such reassignment, such exclusive right to use an additional parking space shall become a Limited Common Property as an appurtenance to such other Lot and shall entitle the respective Owner(s) to the exclusive use thereof; provided, however, such reassignment shall not be effective unless and until it is in the

form prescribed by the Association and the Association receives a copy of such reassignment. Such reassignments shall not be recorded in the Public Records of the County.

No Owner of a Lot shall maintain three (3) or more vehicles on the Residential Property at any time. In the event and Owner maintains three (3) or more vehicles on the Residential Property, said vehicles are deemed prohibited vehicles, and the Association may remove said vehicles from the Residential Property at the Owners expense.

10.13 Fences. Fences, other than any provided by Declarant, shall not be erected, removed, or maintained upon the Residential Property, except as permitted by the Board. All fences, if permitted, must be kept in good repair, and removal of damaged portions thereof. If fences are permitted, the Board may, in its discretion, require a parallel shrubbery to camouflage the presence of such fence.

10.14 Pets and Animals. Only common household pets belonging to Owners (or those occupying Lots through the authority of Owners), and which pets have been approved by the Board, or as permitted by the rules promulgated by the Board from time to time, will be allowed within the Property, subject to the following further restrictions: (1) Only two (2) common household pets may be kept in a Lot; (2) No pet shall be permitted outside a Dwelling Unit except on a leash and at all times under the control of its Owner; (3) No other animals, livestock or poultry of any kind shall be kept on any portion of the Property; (4) No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever; (5) No pets shall be allowed to constitute a nuisance; (6) Each Owner shall walk his pet only in areas designated by the Board, from time to time, as "Pet Walk Areas"; and each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle; (7) The Board shall have the right to promulgate Rules further restricting the keeping and walking of pets, including the maximum weight, and the right, but not the obligation, to require an Owner to provide proof of a liability insurance policy that includes any pet that has demonstrated violent tendencies and said policy shall name the Association as an additional insured. (8) A pet may not be permitted disturb the peace of others; (9) If any pet becomes a cause of disturbance, exhibits violent tendencies, or is otherwise a nuisance, the pet owner shall correct the situation within 10 days after receiving written notice from the Association. If the problem persists or is not corrected within 10 days, the pet owner shall immediately remove the animal from the Property, upon receiving a second written notice from the Association: and

10.15 Emergencies. In case of any emergency originating in or threatening any Lot, the Board or any individual authorized by it shall have the immediate right, but not the obligation, to enter any Lot for the purpose of remedying or abating the cause of such emergency, at the Board's discretion, notwithstanding that the Owner of such Lot is present at the time of such emergency.

10.16 Solicitation. There shall be no solicitation by any person anywhere in the Property for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

10.17 Insurance. Nothing shall be done or permitted by any Owner which would increase the rate for any insurance maintained by the Association or cause such insurance to be cancelled or not renewed by the insurer.

10.18 Business Use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a)

the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable governmental regulations for the Property; (c) the business activity does not involve persons coming on to the Property who do not reside in the Property or door-to-door solicitations of residents within the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this Section 10.19 shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or a license is required therefor.

10.19 No Temporary Buildings. No out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings shall be erected, constructed, or located upon any Lot for storage or otherwise, without the prior written consent of the Board.

10.20 Window Treatments. In order to preserve and maintain the value of the residential community, all window treatments, as viewed from the outside, must be a white or off-white color. The Board shall have the authority and standing on behalf of the Association, to enforce this provision. Owners may seek a variance of this provision with the Board; however, the approval of any variances will be at the sole discretion of the Board.

ARTICLE 11

DAMAGE OR DESTRUCTION TO COMMON PROPERTIES AND BUILDING STRUCTURES LOCATED ON LOTS

Damage to or destruction of all or any portion of the Improvements on Common Properties (which also includes Limited Common Properties) shall be handled in the following manner:

A. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed. In the event of damage to or destruction of building structures located on Lots, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such building structures located on Lots to be repaired and reconstructed substantially as they previously existed. Such restoration shall be limited to the building structures only, including party walls, and shall not cover the interior of the buildings insured, including, but not limited to, interior partition walls, interior doors, interior stairways, kitchen cabinets and fixtures, appliances whether built in or not, electrical fixtures, bathroom cabinets and fixtures, and any floor, wall, or ceiling coverings. Without limiting the foregoing, in the event of damage to or destruction of a portion of a building structure located on and affecting only one Lot, if such damage or destruction was caused by the negligence or willful misconduct of the Owner of such Lot, including such Owner's Family, tenants, guests and invitees, both minor and adult, then the Association may, in its sole discretion, require said Owner to cause such damaged or destroyed portion of the building structure on said Owner's Lot to be repaired and reconstructed substantially as it previously existed, notwithstanding whether there are sufficient insurance proceeds, or any insurance proceeds

whatsoever to effect same. In the event such Owner fails to properly complete such repair and reconstruction within the time prescribed by the Association, then the Association may effect same at such Owner's expense and an Individual Assessment therefore shall be made against such Owner's Lot in accordance with the provisions of Section 6.05 hereof and may be collected as provided herein for the collection of Assessments. In the case of Co-Owners of a Lot, defined in Section 3.02 hereof, the liability of such Owners shall be joint and several.

B. If the insurance proceeds are within Twenty-Five Thousand Dollars (\$25,000.00) or less of being sufficient to effect total restoration to the Improvements on the Common Properties then the Association shall cause such Improvements to be repaired and reconstructed substantially as they previously existed. Notwithstanding the amount of the insurance proceeds covering building structures located on Lots, the Association shall cause the building structures located on Lots to be repaired and reconstructed substantially as they previously existed. Any difference between the insurance proceeds and the actual cost of restoring Improvements on the Common Properties or building structures located on Lots shall be levied as a Special Assessment against each of the Owners and Lots.

C. If the insurance proceeds are insufficient by more than Twenty-Five Thousand Dollars (\$25,000.00) to effect total restoration to the Improvements on the Common Properties, then the Members shall determine, by vote of two-thirds (2/3) of Member votes present in person or by proxy at a special meeting of the Members, duly called, whether (1) to rebuild and restore the Improvements on the Common Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying a Special Assessment against all Lots, or (2) to rebuild and restore in a way which is less expensive than replacing these Improvements substantially the same manner as they existed prior to being damaged, or (3) to not rebuild the Improvements on the Common Properties and to retain the available insurance proceeds. If a decision is made to rebuild in a manner which would result in a change in the Improvements such new plans must receive the written approval of the Board, which may pre-approve plans to be submitted to the Members at a special meeting of Members.

D. Each Owner shall be liable to the Association for any damage to the Common Properties and each Owner shall be liable to the Association and to the respective Owners of Lots ("Affected Owners") for any damage to building structures located on Lots which may be sustained by reason of the negligence or willful misconduct of any Owner, as well as the Owner's Family, tenants, guests, and invitees, both minor and adult ("Negligent Owner(s)"). The Association has the right, but not the obligation, to pursue all available legal or equitable remedies against the Negligent Owner(s) for losses or damages sustained by the Association and/or the Affected Owners by reason of the negligent or willful misconduct of the Negligent Owner(s) and the Association is hereby authorized by the Affected Owners to act as their agent and is appointed as their attorney-in-fact for same to the extent the Association elects, in its sole discretion, to pursue any such remedies against the Negligent Owner(s). All expenses incurred by the Association in connection with the foregoing, including attorneys' fees and costs, shall be deemed Common Expenses in accordance with Section 1.08 hereof. In addition, the Association shall have the right to charge such Negligent Owner(s) an Individual Assessment equal to the increase, if any, in any insurance premium due from the Association directly attributable to the damage caused by such Negligent Owner(s). In the case of Co-Owners of a Lot, defined in Section 3.02 of this Declaration, the liability of such Negligent owner(s) shall be joint and several. The cost of correcting such damage shall be an

Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

ARTICLE 12

INSURANCE

12.01 Common Properties and Building Structures Located on Lots. The Association shall keep all buildings, structures, fixtures and other Improvements located on the Common Properties (which also includes Limited Common Properties), as well as the building structures only as provided below, located on Lots, insured against loss or damage by fire or other casualty for the full insurable replacement value thereof in an amount equal to 100% of the then current replacement cost (excluding foundation, excavating costs and other items normally excluded from coverage) as determined by the Association's casualty insurance company (with reasonable deductibles), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The insurance on the building structures located on Lots shall cover the structures only, including party walls, and shall not cover the interior of the buildings insured, including but not limited to, interior partition walls, interior doors, interior stairways, kitchen cabinets and fixtures, appliances whether built-in or not, electrical fixtures, bathroom cabinets and fixtures, and any floor, wall, or ceiling coverings. If desired by the Owners or their mortgagees, it shall be the Owners' responsibility to obtain any insurance for the excluded items in the preceding sentence. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Owners. The insurance coverage with respect to the Common Properties shall be written in the name of, and the proceeds thereof shall be payable to, the Association, and the insurance coverage with respect to the building structures located on Lots shall be blanket policies written in the name of the Association, individually and as agent for the Owners covered by the policies, without naming them and as agent for their mortgagees without naming them, and the proceeds thereof shall be payable to the Association. Insurance proceeds for Common Properties may be used by the Association for the repair or replacement of the property for which the insurance was carried, at the option of the Board. Insurance proceeds for building structures located on Lots must be used by the Association for the repair or replacement of the damaged or destroyed building structure(s). Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

12.02 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Properties (which also includes Limited Common Properties), or the building structures located on Lots, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Declaration.

12.03 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Management Company, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

12.04 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief

coverages, in such limited as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties (which also includes Limited Common Properties), the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

ARTICLE 13

REMOVED AND RESERVED

ARTICLE 14

ARCHITECTURAL STANDARDS

The Board shall have the authority and standing on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in Section 14.02 of this Article 14. The Board shall have the authority to adopt Architectural Guidelines and Rules and Regulations regulating any modification to a Lot.

14.01 Architectural Control for Exterior Changes. There shall be no: (i) construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work; (ii) exterior alteration or modification of existing Improvements; or (iii) plantings or removal of plants, trees, or showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, which shall be reviewed by the ARC for its approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation; evidence that the contractor(s) employed by Owner are properly licensed under Florida law; and evidence of insurance having been obtained which reasonably insures the risk undertaken. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of such Owner's residence, or to paint the interior of such residence any color desired, except for window treatments as provided in Section 10.21. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

14.02 No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

14.03 Variance. The ARC may authorize variances from compliance with any of the provisions of the Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require such waiver, but only in accordance with the Rules. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the ARC from denying a variance in other circumstances. For purposes of this Section 14.06, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE 15

GENERAL PROVISIONS

15.01 Enforcement. This Declaration, including the Articles, Bylaws and Rules, may be enforced against any and all Owners by the Association. Enforcement by the Association shall include and be governed by the following:

A. Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal proceedings by the Association. Any judgment rendered in any action or proceeding to enforce this Declaration, or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by the Association.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. All remedies provided at law or in equity shall be deemed incorporated herein so as to permit the employment of all remedies permitted under Florida law.

15.02 Severability. Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

15.03 Term. Subject to the amendment provisions of Section 15.05 hereof, this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by 75% of the Members and 75% of the Institutional Mortgagees has been recorded terminating this Declaration. At such point of termination, no prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties or any portion thereof.

Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court for

the County, which Trustee shall sell the Common Properties free and clear of the provisions hereof upon terms established by the Trustee and approved by the Court. The proceeds of such a sale shall first be used for the sale, operation, maintenance, repair, and upkeep of the Common Properties, including a Trustee's fee approved by the Court, then for the payment of any debts or obligations constituting a lien on the Common Properties. The excess of proceeds, if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

15.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular and the masculine, feminine and neuter genders shall each include the others. This Declaration shall be read as cumulative to and not in limitation of the Master Covenants. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel that any such interpretation is not unreasonable shall establish the validity of any such interpretation.

15.05 Amendments. This Declaration may only be amended (1) by the affirmative vote (at any annual or special meeting of Members) or written approval of Members holding not less than sixty-seven (67%) percent of the votes of the Membership. If any proposed amendment to this Declaration is approved by the Members as set forth above, an authorized officer of the Association shall execute an amendment to this Declaration which shall set forth the terms of the amendment, which shall be effective upon its recording. Such amendment shall be recorded in the Official Records of the County.

15.06 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

15.07 Notices. Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person contained in the records of the Association. Such address shall be used for all purposes, unless changed from time to time by notice in writing to the Association. A member's attendance at a meeting, either in person or by proxy waives an objection as to lack of notice or defective notice of the meeting.

15.08 Electronic Notice. A member may consent in writing to receive all required notices by electronic transmission and is responsible for providing a current facsimile number or email address to the Association.

15.09 Information. The Association shall make available for inspection to Owners and Institutional Mortgagees, upon request, during normal business hours, current copies of this Declaration, the Articles, Bylaws, or any Rules concerning the Property, together with the books, records, and financial statements of the Association.

15.10 Priority of Documents. This Declaration shall be paramount in those instances of irreconcilable conflict among or between it and the Articles, Bylaws, or Rules, in the absence of any express language indicating which document controls the particular subject matter; the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

15.11 Real Property Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles and Bylaws. Both the burdens imposed, and the benefits derived from this Declaration shall run with each Lot, as herein defined.

15.12 Disclaimer. THE ASSOCIATION WILL STRIVE TO MAINTAIN THE PROPERTY AS A SAFE AND SECURE RESIDENTIAL ENVIRONMENT. HOWEVER, NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND DECLARANT, AND ANY COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AGAINST LOSS AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO LOTS, AND TO THE CONTENTS OF LOTS, AND FURTHER THAT THEY ACKNOWLEDGE THAT NEITHER THE ASSOCIATION NOR THE DECLARANT HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO ANY OWNER, TENANT, GUEST, OR INVITEE, NOR HAS ANY OF SUCH PARTIES RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN, AS OFFERED OR AGREED TO BY THE ASSOCIATION OR DECLARANT.

15.13 No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Common Properties, or any part thereof seek any judicial partition unless the Common Properties have been removed from the provisions of this Declaration. This Section 15.13 shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

15.14 Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS, OR SUBCONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, OR OTHER WATER BODY WITHIN THE PROPERTY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY

VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY OR ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME-TO-TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITUATE OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ARTICLE 16

SALES AND LEASE RESTRICTIONS

In order to maintain a community of congenial residents, protect the value of the Units and to assure the financial ability of each Lot Owner to pay assessments made against the Lot, the transfer of Units by any owner shall be subject to the following provisions:

Sales and Leases. All Sales, Leases and Lease Renewals ("Lease(s)") are subject to approval of prospective purchasers or lessees which shall include any person that will occupy the Lot regardless of when occupancy occurs. Occupancy is limited to two persons per bedroom. The Association shall have the right to collect an application fee at the highest amount permitted by law and to require a background and /or credit check for any person who will occupy the Lot regardless of when occupancy occurs. The Association shall approve or deny a Lease within thirty (30) days of receipt of all requested documentation, or the Sale or Lease will be deemed approved.

Notwithstanding anything to the contrary herein, the leasing restrictions do not apply to any Lot which is owned by the Association.

Any occupant residing in a unit for more than sixty (60) days, shall be deemed a tenant and is required to comply with the lease approval process.

All occupants are required to participate in an orientation meeting with the Board or its designee before approval will be granted.

The Association has no obligation to find a substitute purchaser or lessee and / or to purchase or lease any Lot for which it denies a Sale or Lease for good cause.

The Association has the right to require the Owner to provide the Association with Power of Attorney to act as owner's agent to facilitate an eviction as a condition of approval of a Lease.

A Lot shall be owner occupied and may not be leased in the first 24 months of ownership. If a Lot is leased at the time of a sale, the existing lease shall not be renewed and the prohibition on renting during the first 24 months of ownership shall be measured from the expiration of the existing lease.

The Association shall have the right to disapprove a proposed Sale or Lease for good cause and consistent with applicable law. The following factors and any other criteria adopted by the Board of Directors shall constitute good cause for such disapproval of proposed lease:

1. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner, occupied the property prior to approval by the Association, or included material inaccurate or materially false in the application.

2. The person seeking approval (or any person who will occupy the unit regardless of when occupancy occurs) is a registered sex offender or in the last five (5) years has been convicted of a felony involving violence to persons or property, sale, distribution, or use of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.

3. Occupancy by the person seeking approval (or any person who will occupy the unit) would result in a violation of the Association's Declaration of Covenants, Articles of Incorporation, Bylaws and Rules and Regulations or would violate a law or ordinance.

4. The intended Lessee has a prior debt to the Association that has not been paid.

5. The intended purchaser has a credit score that is not within the acceptable range as established by the Board.

The Association shall have the right to promulgate additional criteria for accepting or denying a Sale or Lease and shall have the right to promulgate rules and regulations governing Leases.

No lease shall be for a period of less than 4 months and no Lot may be leased more than two times in any consecutive 12-month period, without the consent of the Association.

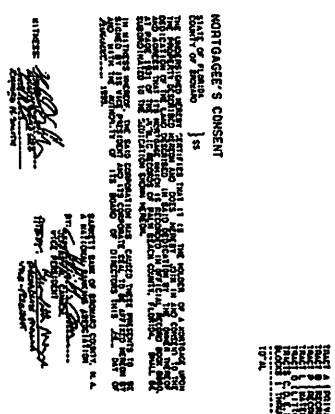
No portion of a Lot other than an entire Lot may be leased. Transient and short-term rentals are prohibited, and no Lot shall be listed on any rental website for vacation or transient type rental purposes, such as, but not limited to, "Airbnb, "VRBO" or "HomeAway." All leases must comply with any city, state, or federal government laws, zoning, codes, or other ordinances.

In addition to the right to require the Owner to provide the Association with Power of Attorney to act as owner's agent to facilitate an eviction as a condition of approval of a Lease, the Association shall have the right but not the obligation to require an Owner to evict any Lessee that takes occupancy without the approval of the Association, is a nuisance or that fails to comply with the governing documents of the Association. Any costs incurred to evict a tenant on behalf of the Owner shall be an individual assessment against the Owner collectable as a common assessment.

Any approval granted herein is conditioned upon the tenant and approved occupants abiding by all provisions contained in any document governing Santa Cruz Homeowners Association, Inc., including the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations. If the Board of Directors or a Committee appointed by the Board determines, upon giving the tenant or occupant notice and an opportunity to be heard, that a tenant or occupant has violated any provision of the documents governing the Association, the Association may revoke its approval and/or proceed with any and all legal and/or equitable remedies against the Owner and/or tenants, including but not limited to any of the remedies set forth below.



64

[illegible]

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
19____ RECORD IN PLAT BOOK
_____, ON PAGE _____ AND
PAGE _____

DEED BY N. WILKIN, CLERK
COUNTY OF PALM BEACH
BY _____

[illegible][illegible][illegible][illegible]

NOTE:
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PLAIN FIELD COUNTY, FLORIDA.

SALE	DATE	TIME	LOCATION	LOT	DESCRIPTION	REMARKS
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2	10/10/95	10:00	10000	2	10000	10000
3	10/10/95	10:00	10000	3	10000	10000
4	10/10/95	10:00	10000	4	10000	10000
5	10/10/95	10:00	10000	5	10000	10000
6	10/10/95	10:00	10000	6	10000	10000
7	10/10/95	10:00	10000	7	10000	10000
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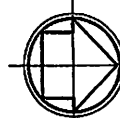
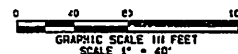
A PART OF COUNTRY CLUB TRAILS, P. U. D.
PLAT OF
ISLAND REACH
APARTMENTS
PLAY BOOK 64, PAGES 12-17

SANTA CRUZ

SITUATE IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

- MARCH - 1995

SHEET 2 OF 3



95

STATE OF FLORIDA) ss
COUNTY OF PALM BEACH)
THIS PLAT WAS FILED FOR
RECORD AT _____
THIS _____ DAY OF _____
1975 AND
WAS RECORDED IN PLAT BOOK
_____ ON PAGES _____ AND

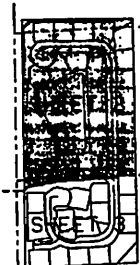
DOROTHY M. MILLEN, CLERK
CIRCUIT COURT
BY: _____ DC

LEGEND

LEGEND:

PS	PAGE
CRS	OFFICIAL RECORDS BOOK
R	RADIAL
A	ARC LENGTH
Δ	CENTRAL ANGLE (DELTA)
C	CENTER LINE
[]	NON-RADIAL
PL	PLAT BOOK
22 FT.	SQUARE FEET
AC	ACRES

SURVEY NOTES:

[illegible]

KEY MAP
(NOT TO SCALE)

**PALM BEACH COUNTY
GEOGRAPHIC CONTROL
NUMBER**
CENTERLINE
OLD BOYTON

DRAIG A. SMITH & ASSOCIATES
COORDINATED ENGINEERING-PLANNING-CONSTRUCTION
1600 WEST MC NAB RD
POMEROY BEACH, FLORIDA, 33461
(407) 831-1100
CEN. NO. 150000

CAS

08-1649
RECORD PLAT
PLANTA 0012

CRAIG A. SMITH & ASSOCIATES
 CONSULTING ENGINEERS/PLANNERS/DESIGNERS
 1509 WEST 49th AVENUE
 FIGHTING ROCK, ILLINOIS 60139-3000
 (708) 486-6000 FAX (708) 486-6001
 CREDIT ADVISORY: SEE ADVERTISER'S LISTING

9-4-1989	RECEIVED BY AT SANTA CRUZ
10 SEP 1989	

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

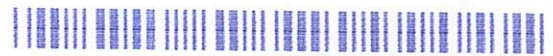
All of the Plat of SANTA CRUZ, according to the Plat thereof, recorded in Plat Book 76, Page 94, of the Public Records of Palm Beach County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON PROPERTIES

Tracts A, B, C, D, E, F, G, H, I, J, K, M, N, O and P; Parcel L; Drainage Easements; Lake Maintenance Easements; and Lake Maintenance Access Easements and Landscaping Buffer Easements, all as shown on Santa Cruz, according to the Plat thereof, recorded in Plat Book 76, Page 94, of the Public Records of Palm Beach County, Florida.

This instrument prepared by:
Chelle Konyk, Esquire
Konyk & Lemme PLLC.
140 INTRACOASTAL POINTE DR.
STE 310
JUPITER FL 33477
(561) 935.6244



CFN 20220307582
OR BK 33719 PG 0206
RECORDED 07/21/2022 12:43:29
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0206 - 2121 (7pgs)

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
SANTA CRUZ HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-For-Profit**

I HEREBY CERTIFY that the Amended and Restated Articles of Incorporation attached as Exhibit "C" to this Certificate were duly adopted as the Amended and Restated Articles of Incorporation Santa Cruz Homeowners Association, Inc., ("Articles"). The Amended and Restated Articles were approved by the members by written consent in lieu of a meeting pursuant to Florida Statutes, Section 617.0701 and the Articles of Incorporation of Santa Cruz Homeowners Association, Inc. The original Articles of Incorporation are recorded in Official Record Book 9130 at Page 726 et seq., of the Official Records of Palm Beach County, Florida.

DATED this 18th day of July 2022

Signed in the presence of Witnesses as to Both:

Association:

By:

Signature of First Witness

LESLIE GINOCHELLO

Print Name of First Witness

By:

Signature of Second Witness

Amanda Brown

Print Name of Second Witness

Santa Cruz Homeowners Association, Inc. A
Florida Corporation Not-For-Profit

By:

Yvonne Galarza, President

By:

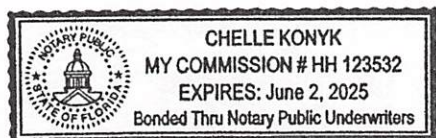
Karen Smith, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by [X] means of physical presence or [] online notarization this 18th day of July 2022 by Yvonne Galarza, President and Karen Smith, Secretary of Santa Cruz Homeowners Association, Inc., personal known to me who executed the foregoing instrument. Both acknowledged to and before me that each executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association.

SEAL



Notary Public, State of Florida

EXHIBIT "C"
AMENDED AND RESTATED ARTICLES OF INCORPORATION FOR
SANTA CRUZ HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit

The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit following the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be SANTA CRUZ HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity for the purpose of administering a residential real estate project known as SANTA CRUZ (the "Project").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Covenants, Restrictions and Easements for SANTA CRUZ (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

The powers of the Association shall include and be governed by the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration or the Bylaws.

4.2 Enumeration. The Association shall have all of the powers reasonably necessary to operate the Project pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Members as Lot Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Project, and other property acquired or leased by the Association.

- (d) To purchase insurance upon the Common Properties and insurance for the protection of the Association, its officers, directors and Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Project and for the health, comfort, safety and welfare of the Owners.
 - (f) To approve or disapprove the leasing, transfer, ownership and possession of Lots as may be provided by the Declaration.
 - (g) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Project, subject, however, to the limitation regarding assessing Lots owned by the Declarant for fees and expenses relating in any way to claims or potential claims against the Declarant as set forth in the Declaration and/or Bylaws.
 - (h) To contract for the management and maintenance of the Project and to authorize a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties with funds as shall be made available by the Association for such purposes. The Association and its officers and Directors shall, however, retain at all times the powers, and duties granted by the Declaration, including, but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
 - (i) To employ personnel to perform the services required for the proper operation of the Project.
- 4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- 4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Declaration.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE 5

MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of all of the Owners of Lots in the Project from time to time, as further described in the Declaration.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Lot, which vote shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Lot shall be entitled to one vote for each Lot owned.

5.4 Meetings. The Bylaws shall provide for an annual meeting of Members and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

INCORPORATORS

The names and address of the Incorporators to these Articles are as follows:

NAME - ADDRESS

Judith A. Fitzwater - 832 S. Military Trail, Deerfield Beach, FL 33442

Jock McCartney - 832 S. Military Trail, Deerfield Beach, FL 33442

Michael D. Goldberg - 832 S. Military Trail, Deerfield Beach, FL 33442

ARTICLE 8

OFFICERS

Subject to the direction of the Board (described in Article 9 below) the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President: Yvonne Galarza; 3969 Kamena Court, Boynton Beach Florida 33436

Vice President: Nicole Ware; 3969 Kamena Court, Boynton Beach Florida 33436

Treasurer: Patricia Nicoletti; 3969 Kamena Court, Boynton Beach Florida 33436

Secretary: Karen Smith; 3969 Kamena Court, Boynton Beach Florida 33436

ARTICLE 9

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Directors") consisting of the number of Directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) Directors.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

ARTICLE 10
INDEMNIFICATION

- 10.1 Indemnity. 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 is or was a director, employee, officer, or agent of the Association, 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, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or 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, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. 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, 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, had reasonable cause to believe that his conduct was unlawful.
- 10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 Advances. 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 affected Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BYLAWS

The first Bylaws of the Association shall be adopted by the board and may be altered, amended, or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 12

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66-2/3% of the entire Board; or
- (b) after control of the Association is turned over to Lot Owners other than the Declarant, by not less than 100% of the entire Board.

12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers," without the approval in writing of all Members and the joinder of all Mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

ARTICLE 13

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be 3969 Kamena Court, Boynton Beach Florida 33436, or at such place as may subsequently be designated by the Board.

The foregoing were adopted as the Articles of Incorporation of SANTA CRUZ HOMEOWNERS ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, by the Board of Directors on July 18, 2022.

BY: 

Yvonne Galarza, President

BY: 

Karen Smith, Secretary

WITH CHELLE KONYK, ESQ. KONYK & LEMME PLLC AS REGISTERED AGENT.

I HEREBY ACCEPT MY DESIGNATION AS REGISTERED AGENT


CHELLE KONYK, ESQ.

This instrument prepared by:
Chelle Konyk, Esquire
Konyk & Lemme PLLC.
140 INTRACOASTAL POINTE DR.
STE 310
JUPITER FL 33477
(561) 935.6244



CFN 20220307583

OR BK 33719 PG 0213
RECORDED 07/21/2022 12:43:29
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 0213 - 227; (15pgs)

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS
SANTA CRUZ HOMEOWNERS ASSOCIATION, INC.
A Florida Corporation Not-For-Profit**

I **HEREBY CERTIFY** that the Amended and Restated Bylaws attached as Exhibit "D" to this Certificate were duly adopted as the Amended and Restated Bylaws of Santa Cruz Homeowners Association, Inc. ("Bylaws"). The Amended and Restated By-Laws were approved by the members written consent in lieu of a meeting pursuant to Florida Statutes, Section 617.0701 and the pursuant to the Bylaws of Santa Cruz Homeowners Association, Inc. The original Bylaws are recorded in Official Record Book 9130 at Page 737 et seq., of the Official Records of Palm Beach County, Florida.

DATED this 18th day of July 2022

Signed in the presence of Witnesses as to Both:

By: 
Signature of First Witness

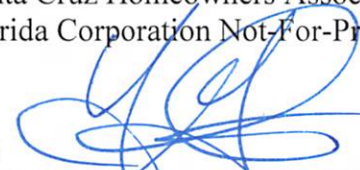
LESLIE GINOOCCHIO
Print Name of First Witness

By: 
Signature of Second Witness

Amanda Brown
Print Name of Second Witness

Association:

Santa Cruz Homeowners Association, Inc. A
Florida Corporation Not-For-Profit

By: 
Yvonne Galarza, President

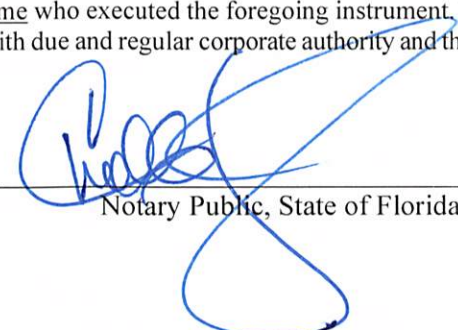
By: 
Karen Smith, Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by [X] means of physical presence or [] online notarization this 18th day of July 2022 by Yvonne Galarza, President and Karen Smith, Secretary of Santa Cruz Homeowners Association, Inc., personal known to me who executed the foregoing instrument. Both acknowledged to and before me that each executed such instrument with due and regular corporate authority and that said instrument is the free act and deed of the Association.

SEAL


Notary Public, State of Florida

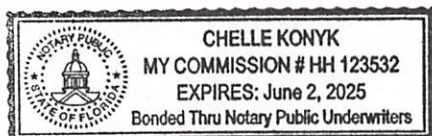


EXHIBIT "D"
AMENDED AND RESTATED BYLAWS OF
SANTA CRUZ HOMEOWNERS ASSOCIATION, INC.

A corporation not-for-profit organized under the laws of the State of Florida

1. Identity. These are the Bylaws of SANTA CRUZ HOMEOWNERS ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida and organized for the purpose of administering a residential real estate project known as SANTA CRUZ, located in Broward County, Florida (the "Project").

1.1 Principal Office. The principal office of the Association shall be at such place as may be designated by the Board of Administration. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Restrictions and Easements for SANTA CRUZ (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The members of the Association ("Members") shall be as specified in the Articles and Declaration.

3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November, or December and no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof.

3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Project. The notice of the annual meeting shall be hand delivered or sent by mail or electronically to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand

delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member, annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

A member's attendance at a meeting, either in person or by proxy waives an objection as to lack of notice or defective notice of the meeting.

Electronic Notice. A member may consent in writing to receive all required notices by electronic transmission and is responsible for providing a current facsimile number or email address to the Association.

3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting. Members shall be entitled to one (1) vote in accordance with the Bylaws, for each Lot they own. The vote of a Lot shall not be divisible.

(a) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles, or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(b) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If any unit is owned by more than one (1) person. the vote for the unit may be cast at any meeting by any co-owner of the unit provided, however, that in the event a dispute arises between the co-owners as to how the vote for the unit shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the unit on the matter being voted upon at that meeting. The vote of the owner(s) of a unit owned by a partnership, a corporation, a trust or any other entity shall be cast by a corporate officer as designated on a voting certificate on file with the Secretary of the Association.

3.6 Proxies. A proxy may be made by any person entitled to vote but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Lot Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President.
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director).
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading of minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Appointment of inspectors of election.
- (h) Determination of number of Directors.
- (i) Election of Directors.
- (j) Unfinished business.
- (k) New business.
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Delinquent Members. If any Assessment or portion thereof imposed against any Member remaining unpaid for thirty (30) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

3.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within ninety (90) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action, or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) or more than five (5) as determined by the Board.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Nomination. Nominations shall be accepted either by nominations from the floor at the annual meeting or in the alternative, the Board may request that members submit a timely written intent to run for the board not less than 40 days before the scheduled annual meeting instead of accepting nominations from the floor of the annual meeting.

(b) Election. The Board of Directors shall determine the method of conducting the election either via an Internet based online voting system pursuant to Section 720.317 Florida Statutes or by absentee/secret ballot mailed not less than 14 days prior to the election or in the alternative a secret ballot distributed at annual meeting to all voting members present in person.

If by absentee/secret ballot the exterior of the outer envelope shall indicate the name of the Member and the Lot address being voted and shall contain a signature space for the Member that is voting. Once the ballot is filled out, the Member shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot. If a person is entitled to cast more than one ballot, a separate inner envelope shall be used for each ballot. The Member voting shall sign only the exterior of the outer envelope in the space provided for signature. The envelope shall either be mailed, or hand delivered to the Association.

At such election, each Member may cast in person or by absentee ballot, in respect to each vacancy, one vote per unit. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted. There shall be no quorum requirement for the election of directors, however, at least twenty-five (25) percent of the eligible voters must cast a ballot in order to have a valid election.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s).

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Project who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

(a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Project, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballot may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, and shall be transmitted at least 48 hours prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.

4.7 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of two-thirds ($2/3^{\text{rds}}$) of the Directors. Notice of the meeting shall be given personally by mail, telephone, or telegraph to each Director, which notice shall state the time, place, and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles, or these Bylaws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Proof of due notice of meeting.
- (b) Reading and disposal of any unapproved minutes.
- (c) Reports of officers and committees.
- (d) Election of officers.
- (e) Unfinished business.
- (f) New business.
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.

4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by this act to be approved by members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.16 Within a reasonable time after control of the Association is turned over to Members other than the Declarant (but not more than sixty (60) days after such event), the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant.

4.17 Official Records. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their available to Members, and perspective members and may charge only

its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Properties and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments for Common Expenses of the Association from Lot Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Project and any property owned by the Association, subject to a right of the Members to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.
- (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
- (k) Obtaining and reviewing insurance for the Common Properties and other property owned by the Association.
- (l) Making repairs, additions, and improvements to, or alterations of, the Common Properties, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Members, allocating profits and expenses, and taking such other actions as shall be deemed necessary and proper for the sound management of the Project.
- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Properties or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds ($2/3^{\text{rds}}$) of the votes of the Membership

represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Members in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this paragraph without the prior written consent of the Declarant as long as the Declarant owns any Lot.

(p) Contracting for the management and maintenance of the Common Properties or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Members or other persons to use portions of the Common Properties or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts.

(u) Adopt and appoint executive committees.

Anything herein, in the Declaration, or elsewhere to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extra-judicial action against the Declarant, and such purposes shall not be generally deemed Common Expenses. Funds of the Association may only be spent for such purposes to the extent they are specifically approved for such purposes by 85% of the votes of the Members of the Association. This provision may not be amended.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer, and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall

deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board. All duties of the Treasurer, except check signing, may be assigned to management.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such but may be compensated for services performed outside the scope of their service as officers or Directors.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Lot Owners when elected or appointed) shall constitute a written resignation of such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration.

The budget must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

9.2 Common Assessments. Assessments against the Members for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible, at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

9.3 Individual Assessments. Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable in advance. These charges may be collected by Individual Assessment. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Common Properties or other Association property, maintenance services furnished at the expense of a Member, other services furnished for the benefit of a Member and fines and damages and other sums due from such Member.

9.4 Special Assessments. In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.

9.5 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

9.6 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.7 Fidelity Bonds. Fidelity bonds are required for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board and consistent with the requirements of Chapter 720, FL STAT, as may be amended from time-to-time. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current

mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

The Association shall prepare a complete financial report of actual receipts and expenditures for the previous twelve (12) months as required by Chapter 720, FL STAT, as may be amended from time-to-time.

9.9 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

10. Roster of Unit Owners. The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles, or these Bylaws.

12. Amendments. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

12.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least 67% of the votes of each class of Members.

12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

12.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.

12.7 No amendment to these Bylaws shall be made which discriminates against any Member(s) or affects less than all of the Members within the Property, without the written approval of all of the Members so discriminated against or affected.

12.8 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed, and a copy shall be recorded in the public records of the County.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend, or add to rules and regulations concerning the use and operation of the Project. Copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

17. Indemnification of Officers and Directors. Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all officers and Directors, past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes

which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

The foregoing was adopted as the Bylaws of SANTA CRUZ HOMEOWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida on July 18, 2022.

BY:  _____

Yvonne Galarza, President

BY:  _____

Karen Smith, Secretary