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ARTICLE II, SECTION 8, is hereby amended as follows:

...

8. ANTENNA This restriction is created in order to enhance the aesthetic character, property values, quality of life and well being and safety of the Unit Owners. Lots and Units within Joggers Run by maintaining conformity in exterior appearance of units, unobstructed by antennas, satellite dishes or other appendages to Lots and Units, and by reducing hazards to persons or property through accidents or injuries caused thereby and/or from storm driven material. Appendages are defined as any protrusion, attachment or addition to the exterior of a Unit or Lot, whether or not permanently affixed, except those protrusions, attachments or additions which are common to and part of the construction/development plan for the Lots and Units of Joggers Run. Therefore, No exterior radio antenna, television antenna, citizens band or any other antenna of any type or nature or any other appendages shall be permitted on any Lot or on any Unit located thereupon unless the Lot Owner obtains the prior written approval of the Board of Directors of the Association. A cable T.V. or master antennas arrangement made by Developer shall be acknowledged, honored and accepted by the Association and Lot Owners, provided that no individual Lot Owner shall be charged for same without his consent.

...

ARTICLE V, 1(c) is hereby amended to add the following language between the first and second paragraphs thereof, all other language of Article V, 1(c) shall remain as written and is not reprinted herein:

In addition to any other general or common expenses of the Association, the Board shall have the authority to enter into and authorize payment of the cost of a master antenna television system, duly franchised cable television service or any other similar media or multi-media service or system obtained pursuant to a bulk contract. The expense of such bulk contract shall be shared by all unit owners, except any hearing impaired or legally blind unit owner who does not occupy the unit with a nonhearing impaired or sighted person, and the costs therefore shall be budgeted and paid as a common expense of the Association, and enforceable as such. Any provision of the Declaration which expressly or impliedly conflicts with the provisions of this amendment shall be deemed amended to be in conformity herewith.

...

ARTICLE XVI, TELEVISION RECEPTION SYSTEM, Paragraph B, is deleted in its entirety:

~~B. Developer, for itself and its successors and assigns, shall have the exclusive right, but not the obligation, to connect at any time or times the Television Reception System to any master television antenna, cable system or other similar system that Developer shall elect. In the event that Developer connects the Television Reception System to any master television antenna, cable system or other similar system, no Unit Owner shall be compelled to receive the radio television transmissions provided thereby, but any Unit Owner who desires to receive such radio television transmissions shall be obligated to pay such fees and charges for the same as Developer shall from time to time determine, and all such fees and charges and the income therefrom shall be the sole and exclusive property of the Developer.~~

THE FOREGOING AMENDMENT, was adopted according to the governing documents of the Joggers Run Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, by affirmative vote of seventy-five (75%) percent of the membership of the Joggers Run Property Owners Association, Inc., on the 15th day of

January, 1997

Witness as to all:

Alan & Pam

Witness

JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

Richard Turcotte

President / Director

RICHARD TURCOTTE

Director's Name Typed or Printed

Elizabeth Kemmer

Witness

[Signature]

Secretary / Director

ALBERT OTT

Director's Name Typed or Printed

STATE OF FLORIDA

COUNTY OF PALM BEACH

)
) ss:
)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared:

Richard Turcotte, President/Director
Albert OH, Secretary/Director

to me known to be the President and Secretary of the Joggers Run Property Owners Association, Inc., and they acknowledged, upon oath, before me that they each signed their names to the foregoing document for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of January, 1997

Linda Webb
Notary Public.
Linda Webb
Notary's Name Typed or Printed

My Commission Expires:



Linda Webb
My Commission CC582732
Expires Sep. 05, 2000

Prepared by and Return to:
V DONALD HILLEY P.A. *ve*
11380 Prosperity Farms Road
Suite 204 Prosperity Gardens
Palm Beach Gardens Florida 33410
(407) 627-0009

**AMENDMENT TO THE RULES AND REGULATIONS
OF
JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.**

**A corporation not for profit under the
laws of the State of Florida**

WHEREAS, the JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., is a corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the office of the Secretary of State on June 7, 1983, and

WHEREAS, the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of the Joggers Run Property Owners Association, Inc., which members shall all be property owners at Joggers Run, and

WHEREAS, such operation by the Association includes the management of Joggers Run in keeping with the terms and conditions as set forth in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions of Joggers Run, as recorded in the Public Records of Palm Beach County, Florida in Official Records Book 3983, Page 2, and as thereafter from time to time may have been amended, and the By-Laws of Joggers Run, (the Governing Documents), and the enforcement of such Governing Documents, and

WHEREAS, pursuant to ARTICLE 2, Paragraph 20, of the Declaration, the following amendment to the Rules and Regulations of the Association has been duly adopted by the Board of Directors of the Joggers Run Property Owners Association, Inc.:

.....

The Rules & Regulations are amended by adding the following, to paragraph 8:

8. a. No pets, except either one dog or one cat may be ~~permitted to be~~ kept in one unit by a unit owner. The unit owner shall not permit or authorize guests, invitees or lessees to keep pets in his unit. Guests, invitees and lessees are not permitted to keep or maintain pets in a unit unless said animal is classified as a "seeing eye dog".
- b. No pets shall be permitted at any time upon any portion of the Common Property except on a leash, held by a responsible person.
- c. Pets shall not be permitted in or upon the recreation areas and facilities such as the pool and recreation building.
- d. If any dog or cat, in the sole discretion of the Association, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owner of another Unit, the unit owner whose unit the animal is kept, shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Association, said animal shall be removed within three (3) days upon the request of the Board or the Board shall be required to take such other steps as the Property Owners Association may direct.
- e. All persons bringing a pet onto the Common Areas shall be responsible for immediately removing any solid waste of said pet.
- f. The board of directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
- g. At no time may a unit owner keep or have on the property or in a unit the following breeds: Doberman, Pit Bull, Rottweiler, Chow-Chow, or German Shepherd, unless said dog is classified as a "seeing eye dog". At no time may a dog who is a known biter of any breed be allowed to be kept on the property or in any unit.

Any Unit Owner, who was not, at the time of approval of this Amendment to the Rules and Regulations, in violation of former Paragraph 8, but by virtue of this amendment, is now in violation of its provisions, shall comply with this amendment on the earlier of the following occurrences: (1) the death of the pet (in which case said pet shall not be replaced in violation of the new Amendment), or (2) upon sale of the unit. Pets subject to this exception are hereafter referred to as "grandfathered pets" and are subject to all other provisions of the Rules and Regulations herein.

The Rules & Regulations are amended by adding the following, paragraph 23:

23. In order to assure a community of congenial residents and thus protect the value of property in the JOGGERS RUN community, the sale or lease of Units shall be subject to the these provisions.

No Unit owner may dispose of a Unit or any interest therein by sale or by lease without approval of the Association. If the purchaser or lessee is a corporation, approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. Approval of the Association shall be obtained as follows:

A. Leasing of Units.

- (a) **Definition.** "Leasing", for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (b) **Notice / Information Required.** Any Unit Owner intending to make a bona fide lease of his Unit shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.
- (c) **Leasing Provisions.**
 - (i) **General.** Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of directors. No unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations.
 - (ii) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Prior to approval of any prospective lessee, every prospective Lessee shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated

agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

(iii) Owners and Lessees Responsible. Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Units and assignments of leases.

- (d) Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (e) Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.
- (f) Failure of Owner to Comply With These Requirements.** The failure of a unit owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation of these rules and regulations for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

B. Sales of Units.

- (a) **Definition.** "Sales", for purposes of these Rules and Regulations, is defined as a voluntary transfer any interest in the real property, including gifts and transfers pursuant to the laws of descent and distribution of estates, but shall exclude transfers solely between co-owners, or transfers through operation of law such as foreclosure sales.
- (b) **Notice / Information Required.** Any Unit Owner intending to make a bona fide sale of his Unit shall give to the Association written notice of such intention, together a copy of the Contract for Purchase and Sale, contingent upon approval of the Association, with the required fee, the amount of which fee shall be set from time to time by the Board of Directors, the name and address of the intended purchaser, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended purchaser as the Association may reasonably require.
- (c) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Prior to approval of any prospective purchaser, every prospective purchaser shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of sales. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective purchasers, and to have said prospective purchasers execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective purchaser's application and other required material and thereafter approve or disapprove the prospective purchaser(s), based on the results of said interview and review of purchaser's application and such background checks as may be required by the Board.
- (d) **Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transfer of interest in a Unit, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (e) **Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the prospective purchaser/purchaser within

the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the purchaser and the transfer.

- (f) **Failure to Comply With Requirements.** The failure of a unit owner or prospective purchaser to give notice or allow transfer of an interest in the Unit shall make said transfer voidable at the option of the Association.
- (g) **Approval Certificate Required To Be Recorded With Deed.** If a purchaser is approved by the Association, the Association shall furnish an Approval Certificate in a form to be prescribed by the Board, which Approval Certificate shall be recorded together with the instrument of conveyance on the Public Records of Palm Beach County, Florida.
- (h) **Copy of Deed To Be Furnished To Association.** In the event of a sale, it shall be the responsibility of the purchaser of the Unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute an agreement acknowledging that he takes title subject to the By-Laws, Rules and Regulations of the Association, which he agrees to abide by. The Association shall retain the purchaser's certificate in its records, and shall furnish the purchaser a copy of the By-Laws, Rules and Regulations.

C. Other Transfers of Interest in Units.

Any other transfer of an interest in a Unit, other than those described above, "Other Transfers", shall be required to comply with the following provisions:

- (a) **Notice / Information Required.** Transferees through any Other Transfers shall be required to provide the Association, within thirty (30) days after obtaining said interest, written notice of said Other Transfer, and shall include in said notice a copy of the instrument of conveyance, the name and address of all transferees receiving an interest in a Unit through an Other Transfer, an application and such other information, which may be reasonably required by the Board of Directors.
- (b) **Failure of Owner to Comply With These Requirements.** The failure of a transferee to give notice as required above shall constitute a separate violation of these rules and regulations for each day beyond thirty (30) days said violation continues. Said transferee shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

THE FOREGOING AMENDMENTS, amending Paragraph 8 and adding Paragraph 23 to the Rules and Regulations, was adopted according to the governing documents of the Joggers Run Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, by affirmative vote of the Board of Directors of the Joggers Run Property Owners Association, Inc., on the 15th day of OCTOBER, 1997.

Witness as to all:

Alan E. Pain
Witness

John Congdon
Witness

Clifford H. Klein
Witness

W. T. R. Rossi
Witness

JOGGERS RUN PROPERTY OWNERS
ASSOCIATION, INC.

Richard Turcotte
President / Director

RICHARD TURCOTTE
Director's Name Typed or Printed

Albert Ott
Secretary / Director
ALBERT OTT
Director's Name Typed or Printed

STATE OF FLORIDA

COUNTY OF PALM BEACH

)
) ss:
)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared:

RICHARD TURCOTTE, President / Director
ALBERT OTT, SECRETARY / DIRECTOR

to me known to be President and Secretary of Joggers Run Property Owners Association, Inc., and they acknowledged, upon oath, before me that they each signed their names to the foregoing document for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of OCTOBER, 1997.

Linda Webb
Notary Public
LINDA WEBB
Notary's Name Typed or Printed

My Commission Expires:

Prepared by and Return to:
V DONALD HILLEY P.A.
11380 Prosperity Farms Road
Suite 204 Prosperity Gardens
Palm Beach Gardens Florida 33410
(407) 627-0009



Linda Webb
My Commission CC582732
Expires Sep. 05, 2000

Prepared by and Return to:
V DONALD HILLEY P.A.
11380 Prosperity Farms Road
Suite 204 Prosperity Gardens
Palm Beach Gardens Florida 33410
(407) 627-0009

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AMENDMENT TO THE RULES AND REGULATIONS

OF

JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

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

WHEREAS, the JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., is a corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the office of the Secretary of State on June 7, 1983, and

WHEREAS, the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of the Joggers Run Property Owners Association, Inc., which members shall all be property owners at Joggers Run, and

WHEREAS, such operation by the Association includes the management of Joggers Run in keeping with the terms and conditions as set forth in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions of Joggers Run, as recorded in the Public Records of Palm Beach County, Florida in Official Records Book 3963, Page 2, and as thereafter from time to time may have been amended, and the By-Laws of Joggers Run, (the Governing Documents), and the enforcement of such Governing Documents, and

WHEREAS, pursuant to ARTICLE 2, Paragraph 20, of the Declaration, the following amendment to the Rules and Regulations of the Association has been duly adopted by the Board of Directors of the Joggers Run Property Owners Association, Inc.:

.....

Rule & Regulation, Paragraph 8, relating to pets at Joggers Run is amended as follows:

8. a. No pets, except either one dog or one cat, may be permitted to be kept in one unit by a unit owner. The unit owner shall not permit or authorize guests, invitees or lessees to keep pets in his unit.
- b. No pets shall be permitted at any time upon any portion of the Common Property except on a leash, held by a responsible person.
- c. Pets shall not be permitted in or upon the recreation areas and facilities such as the pool and recreation building.
- d. If any dog or cat becomes annoying to other unit owners by barking or otherwise, in the sole discretion of the Association, endangers health, makes objectionable noise, or constitutes a

nuisance or inconvenience to the Owner of another Unit, the unit owner whose unit the animal is kept, shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Association, said animal shall be removed upon the request of the Board. the unit owner shall no longer be allowed to keep the animal in his unit or shall be required to take such other steps as the Property Owners Association may direct.

All persons bringing a pet onto the Common Areas shall be responsible for immediately removing any solid waste of said pet.

THE FOREGOING AMENDMENT, was adopted according to the governing documents of the Joggers Run Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, by affirmative vote of the Board of Directors of the Joggers Run Property Owners Association, Inc., on the 13 day of June, 1994.

Witness as to all:

Richard E. Tuacotte

Sue Walsh

Witness

Linda Webb

Witness

JOGGERS RUN PROPERTY OWNERS
ASSOCIATION, INC.

Michael McCurdy

President / Director

MICHAEL McCurdy

Director's Name Typed or Printed

Richard E. Tuacotte

Vice President / Director

RICHARD E. TUACOTTE

Director's Name Typed or Printed

Elizabeth D. Heim

Treasurer / Director

ELIZABETH D. HEIM

Director's Name Typed or Printed

Kathleen K. Enes

Secretary / Director

KATHLEEN K. ENES

Director's Name Typed or Printed

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared:

MICHAEL McCurdy, RICHARD E. TUACOTTE,
ELIZABETH HEIM, KATHLEEN K. ENES

to me known to be Officers and Directors of Joggers Run Property Owners Association, Inc., and they acknowledged, upon oath, before me that they each signed their names to the foregoing document for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 13 day of June, 1994.

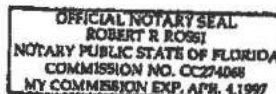
Robert R. Rossi

Notary Public

Robert R. Rossi

Notary's Name Typed or Printed

My Commission Expires:



JOGGERS RUN

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Prepared By
TITLE & ABSTRACT COMPANY
4645 Gun Club Road
Palm Beach, Florida 33406
683-2411

SUN TITLE & ABSTRACT COMPANY
4645
West Palm Beach 33406
(609) 241

FOR
JOGGERS RUN

W I T N E S S E T H:

WHEREAS, in order to develop the planned residential community named above and preserve the values and amenities of such community, it is necessary to declare and subject such real property to certain land use covenants, restrictions, reservations, regulations, burdens and liens and to delegate and to assign to a Corporation certain powers and duties of ownership, administration, operation and enforcement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer hereby declares that the real property described in Exhibit A shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens hereinafter set forth and the provisions of this Declaration shall be a covenant running with the land described in Exhibit A and shall be binding on all parties having any right, title or interest in such real property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the property of each owner thereof. This Declaration of Covenants and Restrictions for JOGGERS RUN and the terms and provisions of this Declaration are sometimes referred to as "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions".

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ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration shall have the following meanings:

1. "Articles" shall mean the Articles of Incorporation of the Association.

2. "Assessment" shall mean a share of the Association expenses required for the payment of the Association expenses which from time to time are assessed against the Lots and Lot Owners.

3. "Association" shall mean and refer to JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns, and which Corporation's Articles of Incorporation and By-Laws are attached to this Declaration as Exhibit B and C, respectively. The Association is the entity responsible for the operation of this planned development and has the authority to exercise the functions herein provided.

4. "Association expenses" shall mean the expenses and charges described in this Declaration incurred or to be incurred by the Association and assessed or to be assessed upon the Lots and the owners thereof.

5. "Board" shall mean the Board of Directors of the Association.

6. "By-Laws" shall mean the By-Laws of the Association.

7. "Declaration" or "Declaration of Covenants and Restrictions" or "Covenants and Restrictions" shall mean this Declaration of Covenants and Restrictions.

8. "Developer" shall mean JENRUS INC., a Florida corporation, its successors and assigns.

9. "Common Area" or "Common Areas" shall mean and refer to those tracts or parcels of real property designated as common property or common properties and dedicated to the Associations in Exhibit A attached hereto (and in addition thereto shall include the property described in Paragraph 2 of Article III of this Declaration). Common Property or Common Properties may consist of recreation areas and/or facilities and/or buildings and improvements, lift station, unimproved or improved real property, lakes, waterways, canals, parks, grass and/or landscaped areas, six (6) foot high masonry wall running along the northeast boundary of the real property and such other

properties which may be designated Common Properties. It is the intention of the Developer to convey fee simple title to such Common Area or Common Areas to the Association as hereinbefore provided. The Association shall be responsible to maintain, repair and replace the Common Area or Common Areas that are hereinafter provided.

10. "Institutional Lender" shall mean any lending institution including any bank, insurance company, federal or state savings and loan association, savings and loan corporation, real estate investment trust or credit union or any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions as the Board shall hereafter approve in writing, having a first mortgage lien upon any Lot even if such Institutional Lender acquired and holds title thereto as a result of either foreclosure of any mortgage lien or by deed in lieu of foreclosure.

11. "Lot" shall mean and refer to the lots designated in Exhibit A attached hereto, and any additions thereto, if any.

12. "Occupant" shall mean the person or persons other than the Lot Owner in possession of the Lot and improvements thereon.

13. "Open Area" means the portion of the Property, other than (a) Recreation Area, (b) land under a Unit or (c) Streets, and shall include any area designated as such by Developer in any document(s) recorded in the Public Records of Palm Beach County, Florida.

14. "Owner" shall mean J & M Associates Ltd., a Florida Limited Partnership, its successors and assigns, the entity who owns the land described in Exhibit A.

15. "Person" means a person, firm, association, trust or corporation.

16. "Recreation area" means the area of the Property upon which the Developer shall construct, or has already constructed, improvements consisting of, but not limited to, swimming pool, deck and clubhouse, which area is depicted on Exhibit A to this Declaration.

17. "Streets" means those driveways and/or streets which are indicated on Exhibit A and which are intended for common use.

18. "Subdivision" or "Property" shall mean the land described in Exhibit A.

19. "Surplus" shall mean the excess of all receipts of the Association from the Lot Owners and any other income accruing to the Association over and above the amount of the expenses of the Association.

20. "Unit" or "Dwelling Unit" shall mean and refer to all or any portion of a building situated upon a Lot or Lots designed and intended for use and occupancy by a single family. The Lot and the Unit or Units located thereon and improvements thereto shall only be used for residential purposes.

21. "Unit owner" or "Lot owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or unit within Exhibit A.

ARTICLE II
LOTS, COMMON AREAS COVENANTS AND
RULES AND REGULATIONS

1. LAND USE. All Lots in the Subdivision are restricted to the use of a single family, its household, servants and guests. Only one unit may be built on a Lot and no Person is to reside anywhere on the subdivision in a trailer or vehicle. No accessory buildings may be erected on any portion of the subdivision. No Unit on the subdivision shall be enlarged by additions thereto or modification of portions thereof unless and until plans for such work shall have been approved in writing as set forth in Article XII. However, nothing contained herein shall prevent the construction of adjoining multiple family residential units which are divided by and share a common party wall located on (or approximately on) a Lot boundary line.

2. NO COMMERCIAL OR BUSINESS USE. No trade, business, professional or any other type of commercial activity shall be carried on upon any Lot other than the sale of Lots, Units or portions of the Subdivision by Developer.

3. LAWNS, LANDSCAPING, FENCES, HEDGES, HURRICANE, SHUTTERS, PARKING. All portions of a Lot not occupied by a building, walkway, pavement, parking space, or unit shall be grassed and kept as a lawn or landscaped. No trees, shrubbery, or other forms of landscaping shall be installed or maintained unless the same shall have been first approved in writing by the Board, which approval may be arbitrarily withheld.

No fences or hedges shall be permitted anywhere within the Subdivision except as approved in writing by the Board, which approval may be arbitrarily withheld.

All garbage and trash containers and oil and gas tanks must be placed and maintained as to render the contents thereof hidden from view from adjoining properties.

All hurricane shutters shall be of a type approved by the Board, and no such shutters shall be installed unless the same shall be a type approved by the Board.

No sign of any nature whatsoever shall be erected or displayed within the Subdivision except where express written approval of the size, shape, content and location thereof has been first obtained from the Board, which approval may be arbitrarily withheld. The Developer, However, shall be entitled to erect signs as Developer shall determine upon any portion of the Subdivision to advertise the sale of Lots and Units.

4. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors. No inflammable, combustible or explosive fluid or chemical substance shall be kept in any Unit or on any Lot except such as are required for normal household use and same shall be kept within the Unit. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or on his Lot which will increase the rate of insurance as to other Lot Owners as to their Lots and improvements thereon and as to the Common Areas.

5. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit, except that dogs, cats or other common household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

6. WATER SUPPLY. No individual water supply system shall be permitted on any Lot unless such system is for irrigation purposes only and the well for such water supply is of sufficient depth such that the water obtained from such well will not stain walls, landscape or other improvements on a Lot and further provided such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of all applicable governmental authorities and approval of such system as installed shall be obtained from such governmental agencies.

7. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all applicable governmental authorities. Approval of such system as installed shall be obtained from such governmental authorities.

8. ANTENNA. No exterior radio antenna, television antenna, citizens band or any other antenna of any type or nature shall be permitted on any Lot or on any Unit located thereupon unless the Lot Owner obtains the prior written approval of the Board of Directors of the Association. A cable T.V. or master antennae arrangement made by Developer shall be acknowledged, honored and accepted by the Association and Lot Owners, provided that no individual Lot Owner shall be charged for same without his consent.

9. MOTOR VEHICLES, BOATS, AND BOAT TRAILERS. No motor vehicles of any type or nature, trailers, recreation vehicles, campers, vans, commercial vehicles, boats, or boat trailers may be parked upon any swale area within the real property described in Exhibit A attached hereto, except commercial vehicles and the like may be parked briefly for delivery purposes only. No trucks, commercial vehicles, recreation vehicles, campers, vans, boats, or boat trailers may be parked in any driveway or upon any Lot or in any carport, if applicable, provided, however, the same may be kept in a garage upon a Lot, if such truck, recreation vehicle, commercial vehicle, trailer, boat, boat trailer, camper, or van fits in said garage and such garage contains full garage door and such garage door is kept closed. No repair work to any type of motor vehicle or boat or boat trailer shall be conducted on any Lot other than very minor repairs.

10. SPRINKLER SYSTEM. The Association may operate, maintain, repair and alter a fresh water sprinkler system constructed over, through and upon portions of the Subdivision (including but not limited to, Lots and Common Areas). Accordingly, there is hereby reserved in favor of the Association, the right to operate, maintain, repair and alter a fresh water sprinkler system over, through and upon any portions of the Subdivision, except portions of Lots upon which Units are located, and the Lot Owners shall be liable to the Association for a pro rata share, as hereinafter set forth, of the reasonable cost of operation of the system, and the maintenance, alteration and repair of the system. Each Lot Owner shall be further liable to the Association for the full reasonable cost of all required maintenance, alteration and repairs to that portion of said sprinkler system lying within and upon a portion of that Lot Owner's Lot.

11. LAWN MAINTENANCE AND SPRAYING. The Association shall maintain and care for all lawns, trees and shrubbery within the portions of the Subdivision which are on unoccupied Lots and Common Areas. Accordingly, there is hereby reserved and created in favor of the Association the right to enter over, through and upon any portion of the Subdivision for the purpose of maintaining and caring for the lawns, shrubbery and trees located thereon. Each Lot Owner in the Subdivision is hereby made liable to the Association for a pro rata share, as hereinafter set forth, of the reasonable cost of all such maintenance and care from time to time performed by the Association.

"Maintenance and care" within the meaning of this subparagraph shall include mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. Each Lot owner shall be further liable to the Association for a pro rata share as hereinafter set forth, of the reasonable cost of the required replacement of sod, trees and shrubbery (as the same

Shall be determined from time to time by the Board in its sole discretion) upon the Common Area and for the full reasonable cost of all such required replacement upon the portion of Lots upon which a residence is not constructed.

In the exercise of its discretion in this regard, the Board shall be governed by the principle that all lawns shall be fully maintained, free from unsightly bald spots or dead grass, and uniform in texture and appearance with surrounding lawns in the Subdivision, and that dead or dying trees and shrubbery shall be replaced with healthy ones. The Board shall have the right to allow Lot Owners to plant and maintain landscaping in the form of shrubbery, bushes, flowers, trees, etc., on portions of Lots not occupied by a Unit at the Lot Owner's expense, provided that it is agreed that such approval can be revoked by the Board at any time and for any reason, and, further provided that the planting and landscaping does not interfere with or conflict with the maintenance and landscaping done by the Association.

12. PAINTING, REPAIR AND MAINTENANCE OF BUILDINGS.

(a) Except as limited herein, and so as to insure the overall beauty of the Development, the exterior of all buildings and structures in the Subdivision including Unit roofs shall be maintained and repaired on a periodic basis by the Association, the Association shall have the right to enter upon all portions of the subdivision, including the Units, for the purpose of conducting repairs, maintenance and exterior painting, including without limitation, repairing, maintaining or repainting exterior walls, shutters, trim, eaves, roofs, garage doors, or any portion of the foregoing. The repainting of front residence doors, windows (trim), and gates, and the maintenance and repair of front residence doors, windows, and gates are the primary responsibility of the respective Lot Owners. The times when such maintenance and repair are necessary and the extent thereof shall be determined by the Board in its sole discretion. The owner of each Lot on which there is a complete Unit is hereby made liable to the Association for a pro rata share,

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as hereinafter set forth, of the reasonable cost of the conduct of such periodic maintenance and repair performed by the Association. The Association shall not be responsible for:

- (1) repairs beneath or within the exterior surfaces of buildings;
- (2) repair of air conditioning systems (external or internal components) or other mechanical equipment in the Units, nor shall it be responsible for any repairs which could be made pursuant to the terms of any warranty covering the residence,
- (3) maintenance of that portion of the Sub-division's water, sewer and electrical system which are utilized only by said Lot Owner and located between a Unit and the point of connection to the commonly used laterals (including individual meters; if any).

No alteration, modification or construction of any Unit shall be made by Lot or Unit Owner except as set forth in Article XII. If a Lot Owner shall fail to properly discharge his maintenance and repair responsibilities set forth herein or should an emergency arise, the Association is hereby granted and is otherwise reserved the right as set forth in Article VI to enter upon a Lot to correct, maintain, repair and/or restore a Lot or the exterior of any Unit located thereon. All costs related to such correction shall become a special assessment on such Lot with lien rights as set forth herein.

(b) For the purpose solely of performing the exterior maintenance authorized by this section, the Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Lot Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice and on any day, including Sunday. Each Lot Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots and through improvements constructed upon the Lots, as may be

reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the owner of the adjoining property may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to effect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof for access to perform the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry unto his Lot for the exterior maintenance aforementioned, said Lot Owner shall deposit his house key with the Association to permit entry thereon.

13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, or mining operations of any kind shall be permitted upon any portion of the Subdivision, nor shall oil wells, tanks, tunnels, mineral excavations or shaft be permitted upon any portion of the Subdivision. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the subdivision.

14. DOCKS. No docks, boathouses or similar structure shall be constructed by any Lot Owner or Unit Owner on any portion of a Lot or on any portion of any lake, canal, or waterway within the Subdivision without the prior written approval of the Association.

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18. COMMUNITY STANDARDS FOR MAINTENANCE. All portions of any Lot, building exterior, roof, Party Wall, etc., which are to be maintained, repaired or kept at the expense of the individual Lot Owner, shall be so maintained, repaired and kept at the same quality as the rest of the Subdivision, to avoid unsightliness, loss of value and impairment of use as to the individual Lot Owner and other Lot Owners. In the event a Lot Owner shall fail or refuse to maintain, repair or keep his Lot or any improvements thereon in accordance with the standards of the community described

herein (other than unimproved Lots owned by Developer), the Association (acting through its Board), shall have the right to enter upon the Lot and correct the condition, with the cost thereof being assessed and charged as a lien against said Lot in the manner described herein.

19. DAMAGE TO PROPERTY. Any individual Lot Owner which damages any portion of the Subdivision maintained by the Association or another Lot Owner, through negligence or intentional wrong doing may be charged all or a portion of the expense of repairing said damage.

20. RULES AND REGULATIONS. The Board of Directors of the Association may from time to time adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, the management and control of the Common Property.

21. RIGHTS OF DEVELOPER. Notwithstanding any provisions in this Declaration of Covenants and Restrictions to the contrary, including the provisions of this Article, the Developer shall have the right with respect to the development of the Subdivision described in Exhibit A attached hereto, to construct buildings and units and other improvements, including landscaping on the Subdivision. The construction of buildings, units and improvements shall be of such type, nature, shape, height, materials, and location, including the landscaping, which term shall be defined in its broadest sense as including, grass, hedges, vines, trees and the like, as Developer determines in its sole discretion without obtaining consent and approval of the Association or the Architectural Control Committee. It is, however, provided that the same shall comply with the applicable building codes and zoning laws of Palm Beach County, Florida, in force at that time. The Developer shall be entitled to place on a Lot or Lots temporary construction or sales trailers or other temporary facilities that

ARTICLE III

TITLE TO COMMON PROPERTIES

1. The Developer by the recordation of the plat or plats of the Real Property referred to in Exhibit A attached hereto and by the dedication contained in such plat or plats shall be deemed to have conveyed to the Association the Common Areas dedicated to the Association as set forth on such plat or plats. The Developer and Association hereby covenants for themselves, their successors and assigns that said Common Areas shall be subject to and bound by the terms of this Declaration and Exhibits hereto. The use and enjoyment of the Common Properties shall be subject to such Rules and Regulations relating thereto as are adopted or amended by the Association.

2. The Developer hereby reserves the right and the Association hereby irrevocably grants Developer the right to construct or make such improvements as the Developer determines to the Common Areas of the Association. The right of the Developer herein reserved and granted by the Association shall entitle Developer, but not obligate Developer, to make or construct improvements to the Common Areas, including but not limited to the following:

(a) Clubhouse type building of approximately 1500 square feet which will include a multi-purpose room, kitchen, men's restroom facilities, women's restroom facilities, and a storage area.

(b) Swimming pool of approximately 20 feet by 40 feet which will be surrounded by a pool deck, a portion of which deck shall be covered.

(c) Tennis court(s), racket ball court(s), jogging path, bicycle path, outdoor exercise equipment, and such other facilities, recreational or otherwise, as the Developer determines in its sole discretion.

(d) Lakes, waterways, canals, parks, grass and/or landscaped areas, lift station, walls running along boundary lines of the Subdivision, including six (6) foot masonry wall running along the northeast boundary of the Subdivision and such other improvements as the Developer determines in its sole discretion.

(e) The facilities and improvements including building(s) and landscaping shall be of such type, nature, design, size, shape, height, materials and location as Developer determines in its sole discretion without obtaining consent of the Association, its members and Lot and Unit Owners. The maintenance, repair and replacement of common properties, including improvements thereto, shall be the obligation of the Association as hereinafter provided in this Declaration.

ARTICLE IV.

MEMBERSHIP AND VOTING RIGHTS

1. Every owner of a Lot shall be a member of the Association. There shall be one person, with respect to each Lot, who shall be entitled to vote at any meeting of the Association and such person shall be known (and is hereinafter referred to) as a "Voting Member" provided, however, where a single unit is situated on a Lot or more than one Lot, the Lot Owner shall have one vote in the Association for each Lot owned. If a Lot or Unit is owned by more than one person, the owners of said Lot or Unit shall designate one of them as the Voting Member, or in the case of a corporate Lot Owner, an officer or an employee thereof shall be the Voting Member. Designation of the Voting Member shall be made, as provided by and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The vote of a Lot is not divisible. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Transfer of a Lot ownership either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

2. Notwithstanding the foregoing or anything contained in this Declaration to the contrary, until such time as the Developer conveys seventy five (75%) percent of all Lots described in Exhibit A, exclusive of conveyances to entities related to or affiliated with the Developer or conveyances to other Developers, or sooner elects to transfer control to the non-developer members of the Association or three (3) years from the date Developer has made its first conveyance of a unit, whichever

shall first occur, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of control of the Developer as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless the provisions of this sentence are expressly waived in writing by the Directors and the Developer. Upon the Developer turning over control of the Association to the members as provided in this paragraph, the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or an entity related to the Developer holds a Lot for sale in the ordinary course of business.

ARTICLE V.

COVENANTS OF ASSOCIATION AND LOT OWNERS AS TO MAINTENANCE, TAXES, AND OTHER MATTERS

1. Association.

The Association shall govern, operate, control and manage the Lots and Common Areas pursuant to the terms and provisions of this Declaration and the Association's Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on the Common Areas if said taxes are billed to the Association as differentiated from being billed to the Lot Owners and Unit Owners and pay any governmental liens assessed against the Common Areas. The Association shall further have the obligation and responsibility for the hiring of certain personnel and for the maintenance, and repair, upkeep and replacement of Common Areas and facilities, if any, and if permitted by the applicable governmental authorities and this Declaration, which may be located thereon, and other matters as follows:

(a) Administer, maintain, repair and replace the Common Areas, including but not limited to easements, water areas, drainage areas, lift station, boundary walls, and in particular, the six (6) foot boundary wall running along the northeastern portion of the property, recreational facilities, streets, roads, and the like, and improvements and betterments thereto, and pay the real property ad valorem taxes and governmental liens assessed against the Common Areas and billed to the Association and obtain and pay premiums for public liability insurance as to the Common Areas and obtain and pay the premiums for fire and extended coverage insurance and vandalism and malicious mischief insurance, where applicable, insuring all of the insurable improvements on the Common Areas to the extent that is determined by the Board of Directors of the Association.

The aforesaid insurance policies shall be in the name of the Association and for the benefit of the Association and its members and such other parties as the Association determines provided, however, the Developer shall be a named insured in such insurance policies. The aforesaid insurance policies shall be in such amounts, subject to such conditions, and contain such provisions including deductible provisions as the Board of Directors of the Association determines in their sole discretion. The Board of Directors of the Association may obtain such other type of insurance as they deem advisable.

The Common Areas shall be maintained and repaired and replaced, if required, by the Association as provided herein and shall be maintained and repaired in good condition. Should real property ad valorem taxes or governmental liens as to Common Areas be assessed against and billed to Lot Owners, the Board shall have the right to determine in their sole discretion if the Association should pay all or any portion of the tax bill or tax bills for such taxes or liens and such amount as they determine shall be paid by the Association shall be levied as a special assessment pursuant to the applicable provision of this Declaration of Covenants and Restrictions.

The Association and its designees are hereby granted a perpetual easement over, through and across the Lots for the sole and exclusive purpose of maintaining, repairing and replacing the Common Areas. The Association in addition to maintaining the Common Areas shall pay for all of the cost and expenses of any type or nature as to same, including without limitation, expenses, taxes, assessments, insurance premiums, cost of maintenance and repair, and all replacements and undertakings and all other costs applicable thereto.

(b) If the Developer, in its sole discretion, decides to construct a sign identifying the community, the Association shall maintain and repair such sign in a first class condition and shall repair and replace such sign as may be required.

(c) The Association shall pay all the cost and expenses for electricity for the street lights which may be constructed and located within the road right-of-way within the real property described in Exhibit A as designated by the Developer. The cost and expense of such electricity shall be paid by the Association whether the statement for such electricity shall be bill to the Association or the Developer, and if the Developer should pay such bill, the Association shall immediately reimburse the Developer for such sums as is paid by the Developer upon demand. The Association shall further be responsible to maintain and repair such street lights, including replacing the light bulbs located thereon, unless the obligations described in this sentence are performed by and at the expense of Florida Power & Light Company.

The foregoing constitutes the basis and general expenses of the Association and said expenses are to be paid by the Lot Owners on an equal basis as hereinafter provided. It shall be the duty and responsibility of the Association, through its Board to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws of the

Association. The Board of Directors of the Association shall have the power and authority to levy special assessments should they become necessary as determined by the Board in their sole discretion and said special assessments shall be determined, assessed, levied, and payable in the manner determined by the Board as hereinafter provided in this Declaration and/or the Exhibits hereto. A regular assessment shall be payable in advance on a monthly, quarterly, semi-annual basis or as otherwise determined by the Board of Directors of the Association.

(d) The Association shall prepare an annual estimated Association Expense Budget which shall reflect the estimated Property operating expenses for the Subdivision and shall allocate an equal share of such estimated expenses amongst Lot Owners. A Lot Owner's "Pro Rata Share" of such Association Operating Expenses (or of any special assessments as determined by the Board) shall be a fraction, the numerator of which shall be the number one (1) and the denominator of which shall be the total number of completed Units and which have been sold in the Subdivision. The obligation to pay a Pro Rata Share shall commence on the day of the closing of the sale of the first Unit and Lot by Developer.

(e) The annual assessment, excluding any special assessment, is hereby guaranteed to all Lot Owners, by the Developer, not to exceed the amount reflected in the initial budget for the Association which is provided to such purchasers by the Developer, during the first calendar year following the first conveyance of title to a Lot. During the period of time this guaranty is in force and effect the Developer, as Owner of such Lots as are owned by it, shall be relieved from the obligation of paying its Pro Rata Share of assessments for expenses of the Associations, but instead shall be obligated to pay to the Association all sums in excess of sums due from all Lot Owners other than the Developer which are necessary to pay the actual expenses of the Association. The Board of the Association shall fix the assessments, subject to the aforesaid, which assessments shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of the Association shall be dispositive.

ARTICLE VI.

MAINTENANCE OF UNITS AND LOTS AND
IMPROVEMENTS THEREON AND LANDSCAPING THEREON

1. LOT OWNERS.

The applicable Lot Owner shall be responsible for the maintenance, repair and replacement of all improvements and landscaping on his Lot, and such other areas as are provided herein and such Lot and other areas shall be maintained in a first-class condition. Additionally, each Lot Owner shall maintain any swale area at the front, rear or side of his Lot, provided such swale area is not part of the Common Areas required to be maintained by the Association. Any area or matter not specifically required to be maintained, repaired, or replaced by the Association shall be maintained, repaired, and replaced by the applicable Lot Owner.

2. FAILURE TO MAINTAIN LOT.

In the event the Lot Owner of a Lot shall fail to maintain the Lot or improvements thereon and the landscaping thereon or Unit, the Association, after approval by two-thirds (2/3) vote of the Board of Directors of the Association, shall have the right, through its agents, employees, or designees, to enter upon said Lot or Unit and to repair, maintain, and restore the Lot and improvements thereon and landscaping thereon or Unit. The sums expended by the Association to repair, maintain, and restore a Lot and improvements thereon shall be added to and become part of the assessment to which such Lot is subject and said cost shall be a lien upon said Lot with the same force and effect as the liens on Lots for assessments as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

ARTICLE VII.

COVENANT FOR MAINTENANCE AND OTHER ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.

The Developer, as owner of all of the Lots described in Exhibit A, to secure the Association in the payment of all assessments of any type or nature for Association expenses, hereby gives and grants unto the Association a lien against all Lots for their applicable share of the assessments due the Association, it being understood and agreed that one of the reasons the Developer has executed this Declaration is for the purpose of making all assessments due the Association under this Declaration a lien against all Lots described in Exhibit A for their applicable share of all of the assessments to the Association. The lien herein granted shall commence upon the recording of this Declaration in the Public Records of Palm Beach County, Florida. The Developer for each Lot owned by it, and each owner of any Lot, by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessment or charges, and (2) special assessments for deficiencies, other purposes and capital improvements, such assessments to be established and collected as herein provided. The annual and special assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lots and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees shall also be the personal obligation of the person (or persons) who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be for the purpose as defined and set forth in this Declaration of Covenants and Restrictions and for such other purposes as the Board of the Association determines.

3. ANNUAL ASSESSMENTS.

The Board of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The expenses of the Association are those expenses as set forth in this Declaration of Covenants and Restrictions and such other expenses as are determined by the Board. The annual assessment for regular expenses shall be determined by the Board based upon an estimated annual budget, which shall be prepared at least forty-five (45) days prior to the commencement of the calendar year. The association shall be on a calendar year basis beginning with the calendar year in which this Declaration is recorded in the Public Records of Palm Beach County, Florida. Assessments shall be payable monthly, in advance as determined by the Board, and shall be due on the first day of the applicable period, in advance, unless otherwise ordered by the Board. Expenses shall be shared by all Lots on an equal basis. Each Lot shall commence sharing its share of the Association expenses commencing with the day title to the Lot is conveyed by deed of conveyance to the applicable Lot Owner from the Developer or any entity related to or affiliated with the Developer to the first grantee. For purposes of the preceding sentence. A conveyance by the Developer to a related or affiliated entity shall not be deemed a conveyance to the first grantee.

The Developer, by its execution of this Declaration, hereby guarantees that for a period of one year from the date of the conveyance of the first Lot to be conveyed to the first

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grantee thereof by the Developer or an entity related to or affiliated with the Developer, the regular annual assessments for each Lot shall be in the maximum amount of the assessment per Lot as determined by the Board of Directors pursuant to the initial budget of the Association. During the period of said guarantee, the Developer shall pay the amount of expenses incurred during that period not produced by the assessments at the guaranteed level receivable from other Lots, and during said period, the Developer shall not be required to pay any specific sum for its share of expenses as to any Lots owned by it, provided, however, said Developer shall pay the deficit during said period. Notwithstanding the Developer's guarantee, the Developer shall have the right, in its sole discretion, to pay the scheduled assessments, i.e. regular amount of assessments, for each Lot owned by it, and if there is a deficit, said deficit shall be shared and paid equally by all Lots. This guarantee shall terminate upon the election of a majority of the Board of Directors of the Association by the Lot Owners if said election shall occur prior to the termination date of the guarantee. During the period of said guarantee, each Lot not owned by the Developer shall pay the regular annual assessment in the amount determined by the Board of Directors of the Association. Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, Developer shall not pay any regular annual or special assessments on account of any unimproved Real Property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A to this Declaration.

4. SPECIAL ASSESSMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that or the previous years for such purposes as are determined by the Board of Directors. This section relates to special assessments as opposed to regular annual assessments. Special assessments shall be shared equally

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by each Lot and it shall be due and payable in the amount and as of the time determined by said Board of Directors. The procedure and details for the determination of assessments and otherwise shall be as set forth in the By-Laws and Articles of Incorporation of the Association. Notwithstanding the foregoing, certain special assessments may be charges against certain Lots and Lot Owners and in differing amounts pursuant to Article VI of this Declaration. Notwithstanding anything in this Declaration or Exhibits hereto to the contrary, Developer shall not pay any regular annual or special assessments on account of any unimproved Real Property owned by it or on account of any sales offices or model units owned by it within the Real Property described in Exhibit A to this Declaration.

5. DUTIES OF THE BOARD OF DIRECTORS.

The duties of the Board of Directors of the Association is to fix and determine the regular annual assessments and special assessments of the Association and those duties as are specifically provided for in this Declaration and in the Association's By-Laws and Articles of Incorporation.

The Association shall upon demand at any time furnish to any Lot Owner liable for said assessment a certificate in writing by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

6. EFFECTIVE NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF THE ASSOCIATION.

If the assessments are not paid on the date when due, then such assessment shall become delinquent and together with the interest thereon and cost of collection thereof, as hereinafter provided, shall thereupon become a continuing lien on the applicable Lot, which shall bind such Lot in the hands of the then Lot Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Lot Owner to

pay such assessment, however, shall remain as a personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the due date at the highest rate allowed by law, and there shall also be due and payable, as to such assessment, a late charge in the amount of Twenty-five (\$25.00) Dollars per monthly assessment or portion thereof past due or fifty (50%) percent of the then monthly assessment past due, whichever is the greater amount. In addition, the Association shall also have any of the following remedies:

A. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the owner of such Unit in default or borrow funds to accomplish the needs of the Association and the amount or amounts of monies so advanced, or borrowed, including reasonable attorneys' fees and expenses which might have been reasonably incurred because of or in connection with such advance or loan, together with interest on the monies advanced or borrowed at the highest allowable rate, may thereupon be collected or enforced by the Association and shall not waive the default.

C. To file an action at law to collect said Assessment, without waiving any lien rights and/or rights of foreclosure in the Association.

D. To file an action in equity to foreclose a lien against the Lot.

E. In the event the Association exercises its remedies under subparagraph C and D above, then there shall be added to the amount of such assessment a reasonable attorney's fee and

cost incurred in collecting such assessment, and in the event that judgment is obtained, such judgment shall include interest on the assessment and late charges as above provided and a reasonable attorney's fee to be fixed by the court, together with the cost of the action, including attorney's fees and costs on appeal. Liens may be foreclosed in the same manner that mortgages are foreclosed.

7. SUBORDINATION OF LIEN TO MORTGAGES. A lien for assessments provided for herein shall be subordinate to the liens of any institutional first mortgage recorded prior to the recordation of a claim for unpaid assessments. However, the sale or transfer of a Unit or Lot, pursuant to the decree of foreclosure or where the mortgagee takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure. Such sale or transfer shall not relieve such Unit or Lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessments. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of Article VIII, Section 7, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

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ARTICLE VIII

COVENANTS IN FAVOR OF INSTITUTIONAL LENDER

1. Abatement of Lien. In order to induce Institutional Lenders, as herein defined, to make individual mortgage loans on Lots in the Subdivision, the Association's right to impress upon a Lot (as provided in Article VII), the title to which has been acquired by an Institutional Lender as a result of foreclosure or deed in lieu of foreclosure, shall be abated so long as the Institutional Lender retains title, and likewise, during the time an Institutional Lender retains title, the Association shall be under no obligation to perform any of the duties or obligations required of it.

Upon disposal in any manner of a Lot acquired by an Institutional Lender by foreclosure or deed in lieu of foreclosure, or when such Lot is under lease, the Association's right to make assessments against such Lot and its right to impress a lien thereon shall be fully restored, (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the Association during the period of time prior to the time title to said Lot was held by an Institutional Lender), and the Association's duties and obligations with respect to the Lot shall be restored

2. Rights of Institutional Lenders to Pay Assessments and Receive Reimbursement. An Institutional Lender may, jointly or singlely, pay any of the Assessments which are in default and which may or have become a charge against any of the Lots. In this event, the Association shall be required to perform its duties and any other obligations required of it with respect to such Lots. Further, such Lenders may also pay any insurance premiums or fidelity bond premiums or other required items of Association expenses when the same are overdue and when lapses in policies or service may occur. Institutional Lenders making such payments will be entitled to immediate reimbursement from the Association and the Association shall execute an instrument in

statutory recordable form to this effect and give the original of such instrument to the Institutional Lender owed the greatest amount of reimbursement. Any other Institutional Lender who is owed reimbursement hereunder shall be entitled to receive from the Association a certified copy of the aforementioned instrument.

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COMMON WALLS

In the event of damage or destruction of the Party Walls from any cause whatsoever, other than the negligence or willful misconduct of a Lot Owner, the Lot Owners using the Party Wall, shall, at their joint expense, repair and rebuild said wall(s) and each Lot Owner shall have the right to full use as herein contained of said wall(s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance upon the whole or any part of the Party Walls, such expense shall be shared equally by the Lot Owners of the adjoining Units or their successors in title.

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If a Lot Owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right, at his option, to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Lot Owner.

If a Lot Owner shall cease to use the wall as a Party Wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent Lot Owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any Lot Owner removing his improvements from the Party Wall or making use of the Party Wall shall do so in such manner as to preserve all right of the adjacent Lot Owner in the wall, and shall save the adjacent Lot Owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Lot shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent Lot and Unit to effect necessary repairs and reconstruction.

The owner of any Lot sharing a Party Wall with the adjoining Lot Owner shall not possess the right to cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall.

The Owner of any Lot shall have the right to full use of said Party Wall for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the Owner of an adjoining townhouse unit or his enjoyment of said walls or in any manner impair the

value of said walls.

The common wall to be constructed on a lot is to be and remain a Party Wall for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

ARTICLE X

INSURANCE

1. Insurance on the Common Areas. The Association shall purchase insurance policies upon the Common Area. The policy or policies purchased by the Association shall be in the amount equal to the full replacement value (i.e. 100% of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverage) of the commonly used facilities (including all building services equipment and the like).

All such policies will name the Association (and the Developer) as their respective interests may appear, as the insured parties under such policy or policies. The Board shall determine annually the extent of such insurance coverage to be purchased by the Association, which coverage shall afford protection against vandalism and malicious mischief, public liability, in such amounts and with such coverage as shall be required by the Board, including hired automobile and non-owner automobile coverages, with cross-liability endorsements to cover liabilities of Lot Owners as a group to a Lot Owner; worker's compensation to meet the requirements of law; and such other insurance as the Board shall determine from time to time.

Premiums upon insurance policies purchased by the Association shall be paid by the owners of Lots and each Owner of a Lot is hereby made liable to the Association for a pro rata share, of the cost of all such insurance. The Board may assess the owner of each Lot equally to provide sufficient funds to complete any necessary reconstruction and repair; and each owner of a Lot is hereby made liable to the Association for any such assessment. Provided, however, that any Lot Owner who damages any commonly used improvements in the Subdivision, may be charged for the repair of same even though the Association shall have the right to contract for the repair and be reimbursed by insurance.

2. Individual Insurance on Residences. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry insurance, at their own expense, upon their Units, upon their Lots, their Party Walls, and upon their own personal property and for their personal liability and living expense. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual Unit Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction.

3. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Subdivision as a result of fire or other casualty, unless eighty (80%) percent of the Lot Owners vote not to proceed with the reconstruction and repair of any structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of such structure in accordance with the original plats and plans. In the event of substantial damage or destruction, each institutional holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any Lot Owner with respect to the distribution of proceeds to any such Lot. The procedure for repair and reconstruction shall be:

(a). Cost Estimates. Immediately after a fire or other casualty causing damage to the Subdivision (or portions thereof), the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any damaged Units) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(b). Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair as determined by the Board of Directors, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all the Lot Owners. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

(c). Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Subdivision was originally constructed.

(d). Encroachments. Encroachments upon, or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Lot Owner upon whose property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Subdivision was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstruction building shall stand.

(e). Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Lot Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section.

(f). Method of Disbursement. The construction fund shall be paid by the Association to reconstruct and repair

reconstruction of the buildings as are designated by the Board of Directors.

(g). Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Area, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

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ARTICLE XI

EASEMENTS

1. The Subdivision, including the Lots, Party Walls, Units and Common Areas shall be and hereby are made subject to an easement for vehicular and pedestrian ingress and egress for such utility services as are desirable or necessary to serve adequately the Subdivision; including the right to install, lay, maintain, repair, relocate and/or replace streets, sidewalks, drainage facilities and any utility lines and/or equipment over, under or along the Subdivision; provided, that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after this Declaration is recorded, without the consent of the Unit, or as elsewhere set forth in this Declaration. With respect to any utility lines or equipment serving only the Subdivision and located upon the Common Areas, the Board of Directors shall have the right and power to dedicate and convey title to the same to any private or public utility company and in addition the Board of Directors shall have the right and power to convey easements over the Common Areas for the installation, maintenance, repair and replacement of the same to any private or public utility company.

2. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Areas support in such Unit, and each portion of the Common Areas shall have an easement for support over all Units and all portions of the Common Areas supporting such portion of the Common Areas.

3. Each Unit shall be and hereby is made subject to an easement in favor of the Association for entrance to the Unit to maintain, repair or replace Common Areas.

4. All of the Subdivision shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon

reconstruction of the buildings as are designated by the Board of Directors."

(g). Insurance Deductibles. If maintainence is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons who would be responsible for such repair in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Area, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

ARTICLE XII

ARCHITECTURAL CONTROL

1. Architectural Control. No building, fence, decking, paving, awnings, screening, wall, sign, landscaping (to include shrubs, trees, plants, grass or other type landscape), pool or other structure of any type or nature shall be constructed, erected, maintained or installed upon a Lot or Unit, nor shall any exterior change (including painting), addition to, or alteration to a Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the surrounding structures and topography by the Architectural Control Committee and the appropriate governmental authorities. The Board of Directors of the Association shall be the Architectural Control Committee, unless: Board of Directors appoints an Architectural Control Committee, which shall be composed of three (3) or more persons. Each request for approval by the Architectural Control Committee shall be accompanied by a Twenty-five (\$25.00) Dollar fee made payable to the Association.

In the event the Architectural Control Committee fails to approve or disapprove the requested item within sixty (60) days after the plans and specifications for same have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All requests for approval hereunder shall be mailed or delivered to the Association. If the Architectural Control Committee, as appointed by the Board of Directors, be a body other than the Board of Directors, then in that event, a decision of the Architectural Control Committee shall be appealable by any Lot Owner to the Board of Directors. Such an appeal must be filed, in writing, and received by the Board of Directors within ten (10) days of the decision of the

Architectural Control Committee. The Board of Directors shall render a decision with respect to the matter appealed within thirty (30) days after such appeal is filed. If the Board of Directors fails to reach a decision as to the matter within the thirty (30) day period, the decision of the Architectural Control Committee shall govern.

2. Non-Applicability to Developer. The provisions of Section 1 of this Article XII shall not apply to the Developer nor any entity related to or affiliated with the Developer.

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ARTICLE XIII
DEVELOPER'S RIGHTS

1. Developer shall have the right, in its sole and absolute discretion, to combine two or more adjacent Units owned by Developer into a larger Unit or Units, and shall have the right to divide one or more such Units into smaller Units, provided only that said combination or division shall not jeopardize or tend to jeopardize the structural soundness or safety of any portion of the Subdivision. In connection with said right, the Developer shall be entitled to alter or remove portions of the Common Areas. Upon the completion of any such combination of Units by Developer, the share or shares in the Common Areas appertaining to the Unit or Units formed by said combination shall be equal to the sum of the undivided shares in the Common Areas previously appertaining to the Units combined. Upon the completion of any such combination or division, Developer shall be both entitled and obligated to prepare and file of record, at Developer's sole cost and expense, an amendment to this Declaration, with survey attached, certified in accordance with laws of the State of Florida, and reflecting such combination or division and reflecting any change in the undivided shares in the Common Areas assigned to the Units. Said amendments shall become effective without any further action by the Association, the Lot and/or Unit Owners or the holders of any liens upon any Unit.

2. Developer shall also have the right: ~~XXXX~~

A. To use any Units owned by Developer for offices, sales offices and samples;

B. To enter upon the Common Areas with business invitees to show the sample Units and the Common Areas, and,

C. To maintain upon the Common Areas sales information signs and such other signs as Developer shall desire.

3. Developer may advance to Florida Power and Light Company (FP&L) the cost of providing a street lighting system for

the Subdivision, and FP&L may agree to reimburse Developer for such cost over a period of years, and in such event Developer hereby expressly reserves the right to receive, collect and retain all sums so reimbursed to Developer.

ARTICLE XIV

ASSIGNABILITY OF DEVELOPER'S RIGHTS

Developer may assign any or all of its rights or privileges reserved or established by this Declaration, to any individual(s) or entity or entities that Developer may choose.

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ARTICLE XV

PROVISIONS RESPECTING CONSTRUCTION LENDER

Notwithstanding anything to the contrary contained in this Declaration of Covenants and Restrictions, until the satisfaction of record of that certain mortgage upon the Subdivision dated December 16, 1982, and recorded December 17, 1982 in the Public Records of Palm Beach County, Florida, in Official Record Book 3846, pages 2 et seq., as the same may be amended, modified or extended from time to time, now held by Sunrise Savings Loan Assn., (hereinafter referred to as the "Mortgagee") the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained elsewhere in this Declaration:

A. Whenever the consent of Developer is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required;

B. No amendment shall be made to this Declaration which would alter the procedure for repairing or restoring the Commonly Insured Real Property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment; and

C. If Mortgagee either assumes possession of any portion of the Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Covenants and Restrictions.

ARTICLE XVI

TELEVISION RECEPTION SYSTEM

A. Developer hereby reserves, for itself and its successors and assigns, the perpetual right and easement to install and maintain, as a part of the Subdivision, a system

(hereinafter called "Television Reception System") comprised of certain cables, wiring and other equipment, which will give each Unit the capability of receiving radio-television transmissions from a master television antenna, cable system or other similar system, if any such master television antenna, cable system or other similar system is available. The entirety of said Television Reception System shall be owned by Developer and shall be maintained, repaired and replaced by Developer, at Developer's sole cost and expense provided, however, that Developer may sell, transfer or assign such Television Reception System or his rights to such system to any person or entity that Developer determines. No Unit Owner shall have any ownership interest in any portion of said Television Reception System and neither the Association nor any Unit Owner shall have any duty or obligation to maintain, repair or replace any portion of the same.

B. Developer, for itself and its successors and assigns, shall have the exclusive right, but not the obligation, to connect at any time or times the Television Reception System to any master television antenna, cable system or other similar system that Developer shall elect. In the event that Developer connects the Television Reception System to any master television antenna, cable system or other similar system, no Unit Owner shall be compelled to receive the radio-television transmissions provided thereby, but any Unit Owner who desires to receive such radio-television transmissions shall be obligated to pay such fees and charges for the same as Developer shall from time to time determine, and all such fees and charges and the income therefrom shall be the sole and exclusive property of the Developer.

ARTICLE XVII

GENERAL PROVISIONS

1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Lots and Common Areas described in Exhibit "A", and shall inure to the benefit of and be enforceable by the Association or the Lot Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, the covenants shall be automatically extended for successive periods of ten (10) years unless this Declaration is terminated at the end of such initial fifty (50) year period or prior to a successive ten (10) year period at a special meeting of the membership of the Association held not less than five (5) years prior to the end of the initial term of fifty (50) years or not less than five (5) years prior to the commencement of any successive ten (10) year term by the affirmative vote of not less than seventy-five (75%) percent of the Voting Members and an instrument to this effect shall be recorded in the Public Records of Palm Beach County, Florida, subject, however, to the Developer's rights as set forth in Article IV of this Declaration.

2. Amendments. (a) Subject to Developer's rights as set forth in Article IV of this Declaration and as also set forth hereinafter in this Section, this Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than seventy-five (75%) of the Voting Members, provided, however, the Developer during the period of time that the Developer controls the affairs of the Association as provided in Article IV, the Board of Directors, by a two-thirds (2/3) vote, may amend this Declaration and Exhibits hereto. Further provided, however, that no amendment by the Board of Directors shall change a Lot's proportionate share of Association Expenses or the provisions of Article IV unless the

record owners of the applicable Lot join in the execution of the Amendment. Any amendment must be recorded in the Public Records of Palm Beach County, Florida.

Notwithstanding anything to the foregoing in this Section, this Declaration may only be amended with the written consent of the Developer until June 1, 1986, unless said requirement is terminated in writing by the Developer prior thereto.

(b). These covenants and restrictions may not be materially amended by the Association without the consent of each Institutional Lender holding a purchase money first mortgage upon a Lot in the Subdivision. Amendments by the Developer shall require only the consent of banks, insurance companies or federal savings and loan associations that are holding a mortgage given to them by the Developer.

3. Disposition of Assets Upon Dissolution of Association. Upon dissolution of the Association, its real and personal assets, including the Common Areas, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. In the event such dedication is refused acceptance, which refusal in the case of Palm Beach County shall be by formal resolution of the Board of County Commissioners, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title to any Member or to any Member's interest in the Association or to any Member's interest in the Association under the covenants and restrictions of this Declaration, or under any subsequently recorded covenants and deeds applicable to the Subdivision, unless made in accordance with the provisions of this Declaration or said covenants and deeds.

4. South Florida Water Management District. Notwithstanding anything to the contrary in this Declaration, no Amendment to this Declaration shall change or modify the surface water management system of the Subdivision without the prior written approval of the South Florida Water Management District, which approval, if granted, shall be attached as an Exhibit to any Amendment which would have the effect of changing or affecting the surface water management system of the Subdivision.

5. Enforcement. The Association or any Lot Owner shall have the right to enforce these covenants and restrictions by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation of the covenant(s) or restriction(s) or to recover damages, and against the applicable Lot, to enforce any lien created by these covenants; and failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce these covenants and restrictions or recover damages or to enforce any lien created by these covenants and restrictions, the prevailing party in said litigation shall be entitled to recover the court costs and a reasonable attorneys' fee including court costs and reasonable attorneys' fees in any appellate proceeding.

6. Non-Severable Interests of Unit Owners. The ownership of a Lot, a Unit, the easement rights in Common Areas as described herein, membership in the Association and all other appurtenances thereto (hereinafter collectively referred to as "Interests") shall not be severable, and a Unit Owner may not sell, convey, demise, lease, assign, pledge or otherwise transfer any of his right, title, or interest in and to his respective Interests or any of such Interests unless such sale, conveyance, demise, lease, assignment, pledge, or other form of transfer includes all of the right, title and interest of such Lot Owner to his Unit and such Interests.

7. Vacation of Plat. If any Plat of the property contains open space and the applicable parties desire to vacate said Plat, all of said Plat must be vacated rather than a portion thereof.

8. Capital Improvements. Notwithstanding anything contained in this Declaration to the contrary, the Association shall not make any capital improvements to the Common Areas prior to December 31, 198____, without the prior written consent of the Developer.

9. Notices. All notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Lot and/or Unit Owner -

At his place of residence on the Subdivision, or to such other address as any Lot and/or Unit Owner shall designate by notice to the Association and the Developer in accordance with this Article.

To the Association-

Joggers Run Property Owners Association
1290 Jog Run
Green Acres City
West Palm Beach, Florida 33406,

or to such other address as the Association shall designate by notice in accordance with this Section to Developer and to all Lot and/or Unit Owners.

To Developer-

1290 Jog Run
Green Acres City
West Palm Beach, Florida 33406

The Secretary of the Association shall maintain a register of current addresses established for notice purposes pursuant to this Section, which register shall be made available for inspection, upon request, to all Lot and/or Unit Owners and Developer.

10. Captions. The captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration.

11. Gender and Plural. The use in this Declaration of the male gender shall include the female gender, and the use of the singular shall include the plural and vice versa.

12. Severability. The provisions of this Declaration shall be deemed independent and severable, and any invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

13. Applicable Law. This Declaration shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, J & M ASSOCIATES LTD., a Florida
limited partnership, has caused this document to be duly
executed this 24th day of June, 1983.

J & M ASSOCIATES LTD.,
a Florida limited partnership

By: WCM FINANCIAL SERVICES, INC.
a Florida corporation and
General Partner

By: [Signature]

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

Attest: [Signature]

(1) [Signature]

(2) L. F. McDowell

FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities; obligations, and burdens imposed upon it by the provisions of this Declaration of Covenants and Restrictions and the exhibits attached hereto.

IN WITNESS WHEREOF, JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, has caused these presents to be signed in its name by its President, and its Corporate seal affixed and attested by its Secretary, this 24th day of June, 1983.

JOGGERS RUN PROPERTY OWNERS
ASSOCIATION, INC.

By: Christopher E. Foy, Presid
President

ATTEST: Patricia J. Robinson
Secretary

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

(1) [Signature]
(2) Linda F. McDowell

(Corporate Seal)

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 7, 1983, as shown by the records of this office.

The charter number for this corporation is 768797.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of June, 1983.



CER-101

George Firestone
Secretary of State

ARTICLES OF INCORPORATION OF
JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.
(A FLORIDA CORPORATION NOT FOR PROFIT)

JUN 7 12 13 PM '83

WE, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Corporation under the laws of the State of Florida, pursuant to Florida Statute 617 et seq., and hereby certify as follows:

ARTICLE I.

NAME OF CORPORATION

The name of this Corporation shall be:
JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II.

PURPOSE

The general purpose of this non-profit corporation shall be as follows: - To be the "Association" for the operation of a planned residential subdivision known as JOGGERS RUN, which is located in Palm Beach County, Florida, and as such Association to operate and administer the subdivision and carry out the functions and duties of the Association, as set forth in the Declaration of Covenants and Restrictions for JOGGERS RUN.

As used herein, the terms "Declaration of Covenants and Restrictions" shall mean the Declaration of Covenants and Restrictions for JOGGERS RUN which is to be recorded in the Public Records of Palm Beach County, Florida.

As used herein, the word "Corporation" shall be the equivalent of "Association", as defined in the Declaration of Covenants and Restrictions. The words and phrases, when used in these Articles, shall have the same definitions as attributed to them in the Declaration of Covenants and Restrictions.

ARTICLE III.

POWERS

The Association shall have all of the common law and statutory powers of a corporation not for profit which are reasonably necessary to implement the purposes of the Association, including,

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but not limited to, the power to engage from time to time a manager or management firm or other agent to assist the Association in carrying out its duties and responsibilities.

ARTICLE IV.

MEMBERSHIP

The qualification of members of the Association (the "Members"), the manner of their admission to membership, the manner of termination of such membership and voting by Members shall be as follows:

1. All owners of Lots in the Subdivision shall be Members and no other persons or entities shall be entitled to membership in the Association.
2. Membership in the Association shall be established automatically and without further action upon the acquisition of ownership of fee title to or fee interest in a Unit, whether by conveyance, devise, or judicial decree, whereupon the membership in the Association of the prior owner of such Unit shall terminate automatically and without further action.
3. The share of a Member in the funds and assets of the Association and membership in the Association cannot be assigned, hypothecated or transferred in any manner.
4. Voting by the Members in the affairs of the Association shall be in accordance with the provisions of the Declaration of Covenants and Restrictions and of the By-Laws of the Association (the "By-Laws") pertaining thereto.

TERM

1. This Corporation shall have perpetual existence.

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ARTICLE VI.

SUBSCRIBERS

The names and post office addresses of the Subscribers as to these Articles of Incorporation are as follows:

As to all Subscribers

Christopher E. Finger
Linda McDowell
Patricia Robinson

1290 Jog Road
Greenacres City
West Palm Beach, FL 33406

ARTICLE VII.

OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary-Treasurer and such other officers as may be authorized by the Board of Directors. The officers shall be elected annually by the Board of Directors as provided in the By-Laws and no officer need be a Member. The names of the officers of the Association who shall serve until such time as they resign, are removed or their successors are elected, shall be:

President

Christopher E. Finger

Vice President

Linda McDowell

Secretary-Treasurer

Patricia Robinson

ARTICLE VIII.

DIRECTORS

1. The affairs of the Association shall be directed by a Board of Directors. The number of Directors on the first Board of Directors (the "First Board") shall be three (3). The Directors, subsequent to the First Board of Directors, shall be elected at the annual meeting of the Membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. The number of Directors subsequent to the First Board shall be as provided in the By-Laws. No Director need be a Member.

2. The names and addresses of the persons who are to serve as the First Board are as follows:

As to all Directors

Christopher E. Finger
Linda McDowell
Patricia Robinson

1290 Jog Road
Greenacres City
West Palm Beach, FL 33406

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The Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve as hereinafter provided.

ARTICLE IX.

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board of Directors approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association, and in instances where a Director or officer admits or is adjudged guilty of gross misfeasance or gross malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE X.

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of total votes of all Members cast at a regular or special meeting of the

Membership and the affirmative approval of a majority of the Board of Directors at a regular or special meeting of the Board of Directors. The right to modify, amend or rescind may be restricted in the manner provided for in the By-Laws. However, no amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

ARTICLE XI.

AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by any member or director and shall be adopted in the same manner as is provided for the amendment of the By-Laws as set forth in Article X above. The amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State, and all filing fees paid. Notwithstanding any provision of this Article to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights of the Developer, as set forth in the Declaration of Covenants and Restrictions, without the prior written consent to such amendment by the Developer. Further, these Articles shall not be amended in any manner which shall amend

ARTICLE XII.

INCOME AND COMPENSATION

There shall be no dividends paid to any of the Members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements as a result of performing

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services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conforming with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

ARTICLE XIII.

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is: 1290 Jog Road, Greenacres City, West Palm Beach, Florida 33406, and the name of the initial Registered Agent of the Corporation at the above address is Patricia Robinson.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto set their hands and seals, this 3rd day of June, 1933.

Signed, sealed and delivered
in the presence of:

Patricia Koons

Herbert T. Mangel

Patricia Koons

Herbert T. Mangel

William J. Seayman

Herbert T. Mangel

Patricia Robinson (Seal)

Lucius F. McDowell (Seal)

Christopher E. Fry (Seal)

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PROPOSED
BY-LAWS

OF

JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I. IDENTITY.

The following By-Laws shall govern the operation of
JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

The Association is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering the planned residential subdivision to be known as JOGGERS RUN, which will be located on land described in Exhibit A to the Declaration of Covenants and Restrictions.

Section 1. The office of the Association shall be at such place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for profit", and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association" as defined in the Declaration of Covenants and Restrictions for JOGGERS RUN. All references to "Declaration of Covenants and Restrictions" or "Declaration" as used herein, shall mean the aforescribed Declaration of Covenants and Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the Declaration of Covenants and Restrictions.

As used herein and in the Declaration of Covenants and Restrictions and the other Exhibits, if any, to said Declaration of Covenants and Restrictions, the terms "Board of Directors" and "Board of Administration" are synonymous. The term Lot or Lot Owner shall have the same meaning as such terms have in the Declaration of Covenants and Restrictions.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Lots as defined in the Declaration of Covenants and Restrictions abovedescribed. Transfer of Lot ownership, either voluntary or by operation of law, shall terminate membership in the Association, and the membership is to become vested in the transferee. If Lot ownership is vested in more than one person, then all of the persons so owning said Lot shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Lot shall be cast by the "voting member". If Lot ownership is vested in a Corporation, the Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Section 2. Voting.

(a) The owner(s) of each Lot shall have no more and no less than one equal vote for each Lot. If a Lot Owner owns more than one Lot, he shall be entitled to vote for each Lot owned. The vote of a Lot is not divisible.

(b) Subject to the terms and provisions of the Declaration of Covenants and Restrictions, a majority of the members' total votes shall decide any question, unless the Declaration, these By-Laws or Articles of Incorporation of the Association provide otherwise, in which event the voting percentage required in the Declaration, these By-Laws or Articles of Incorporation shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are

to be used and shall be valid only for the particular meeting designated therein. Where a Lot is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third party is designated.

Section 5. Designation of Voting Member. If a Lot is owned by one person, his right to vote shall be established by the recorded title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a Certificate, signed by all of the recorded Owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Lot for the corporation shall be designated in a Certificate for this purpose, signed by the President or Vice-President, attested to by the Secretary or Assistant Secretary of the corporation, and filed with the Secretary of the Association.

The person designated in such Certificate who is entitled to cast the vote for a Lot shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one person or by a corporation, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot except if said Lot is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the Lot concerned takes place. If a Lot is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their

decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Lot is not divisible).

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Lot vote, just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

ARTICLE III. MEETING OF THE MEMBERSHIP

Section 1. Places. All meetings of the Association and membership shall be held in Palm Beach County, Florida, at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

Section 2. Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Lot Owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting. Notice of any annual or special meeting shall state the purpose thereof and the meeting shall be confined to the matters stated in the notice. All notices shall be mailed to or served at the address of the Lot Owner as it appears on the books of the Association.

Section 3. Annual Meeting. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect by plurality vote (cumulative voting prohibited) a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by Statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof. At any special meeting of the membership of which a member or members to the Board of Directors are elected, the members shall elect such Directors by plurality voting (cumulative voting prohibited).

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than seventy-five (75%) percent of the members who would have been entitled to vote upon the action if such meeting were held; shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval of a Lot Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members. Provided, however, that where a Lot is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the

ARTICLE IV. DIRECTORS

Section 1. Number, Term and Qualification. Subject to the terms and provisions of the Declaration of Covenants and Restrictions, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) or more than seven (7) persons, as is determined from time to time by the members. All officers of a Corporate Lot Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association provided, however, that all Director(s) that the Developer is entitled to elect or designate need not be members. Notwithstanding the provisions of these By-Laws, until such time as the Developer conveys seventy-five (75%) percent of all the Lots on the real property described in Exhibit A to the Declaration of Covenants, exclusive of conveyances to entities related to or affiliated with the Developer or other developers, or sooner elects to transfer control to the Non-Developer members of the Association or three (3) years from the date Developer has made its first conveyance of a unit, whichever shall occur first, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and directors of the Association during the period of such control. During the period of such control, as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless expressly waived by the Directors. Upon the Developer turning over control of the Association to the members as provided herein, the Developer shall have the right to appoint a member to the Board of Directors for as long as the Developer or any entity related to the Developer holds for sale in the ordinary course of business a Lot described in Exhibit A to the Declaration of Covenants and Restrictions. Upon the Developer turning over control of the Association as provided above, the members and the Developer shall fix the number and elect the Board members as provided in Article V.

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Section 2. First Board of Directors.

(a) The First Board of Directors of the Association who shall hold office and serve until the first annual meeting of members, and until their successors have been elected by plurality vote (cumulative voting prohibited) and qualified, shall consist of the following persons:

Christopher E. Finger
Linda McDowell
Patricia Robinson

(b) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Removal of Directors. Subject to the Section 1 above, at any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement; disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors.

Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his Lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. Notwithstanding the foregoing, Directors appointed or elected by the Developer need not be Lot Owners or a member of the Association.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named of such meeting.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose(s) of the meeting.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, or originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation. The Directors' fee, if any, shall be determined by the voting members.

Section 11. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration of Covenants and Restrictions, the Association's Articles or Incorporation, or these By-Laws, directed to be exercised and done by Lot Owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Covenants and Restrictions, the Association's Articles of Incorporation, in these By-Laws, and all powers

(b) To make assessments for the purposes set forth in the Declaration of Covenants and Restrictions (including but not limited to the hiring of personnel, taxes, maintenance, repair, upkeep, replacement and insurance for Common Properties), collect said Assessments, and use and expend the assessments to carry out the purposes and powers of the Association which include but are not limited to maintaining, repairing, replacing the Common Areas; the power to assess; file liens; foreclose liens; hire personnel; and do all things permitted by the Declaration of Covenants and Restrictions.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Common Areas, including the right and power to employ attorneys, accountants, lawyers, contractors, and other professionals, as the need arises.

(d) To make and amend rules and regulations as set forth in the Declaration of Covenants and Restrictions.

(e) To contract for the management of the Common Areas and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Association.

(f) The further improvement of the Common Areas, both real and personal, subject to the provisions of the applicable Declaration of Covenants and Restrictions, the Association's Articles of Incorporation, and these By-Laws.

(g) Designate one or more committees which, to the extent provided in the resolution designating the committee, shall have the powers of the Board of Directors in the management, affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or

Section 12. Attendance at Meetings. Meetings of the Board shall be open to all Members. Unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in a meeting, the Member shall not be entitled to participate in any meeting of the Board, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in a meeting attempts to become more than a mere observer at such meeting or conducts himself in a manner detrimental to the carrying on of such meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in such meeting.

ARTICLE V. OFFICERS

Section 1. Elective Officer. The principal officers of the Association shall be a President, a Vice-President, a Secretary and Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforementioned officers, except one person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors.

Section 2. Election. The Officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other officers as the Board of Directors deems necessary.

Section 4. Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. An officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five persons, then three of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the membership and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of the membership; he shall attend and keep the Minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Lot.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

ARTICLE VI. FINANCES AND ASSESSMENTS.

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fidelity Bonds. The Board of Directors shall bond the Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association.

and any contractor handling or responsible for Association funds; the amount of such bond shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory of a bank account or other depository account.

Section 3. Fiscal or Calendar Year. The Association shall be on a calendar year basis beginning with the calendar year in which the Declaration of Covenants and Restrictions is recorded in the Public Records of Palm Beach County, Florida. 7/6/7
Notwithstanding the foregoing, the Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change the calendar year for the Association, as hereinbefore provided, without the approval of all of the members of the Board of Directors that are elected or designated by the Developer; and when the Developer is no longer entitled to elect a member of the Board of Directors, said Board of Directors may not change from the calendar year for the Association, as hereinbefore provided, without the approval of the Developer until June 1, 1986. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws as to the requirement of one annual meeting in each calendar year, as set forth therein.

Section 4. Determination of Assets.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. Association expenses shall include those expenses as set forth in Article VII of the Declaration of Covenants and Restrictions, including the costs of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board of Directors and as provided in the Declaration of Covenants and Restrictions.

The Board of Directors is specifically empowered, on behalf of the Association, to make and collect assessments and to maintain and repair areas as provided in the Declaration of Covenants and Restrictions subject to the provisions of Article VII of the Declaration. Funds for the payment of Association expenses shall be assessed against the Lots on an equal basis as provided in the Declaration. Said assessments shall be payable in advance on a monthly, bi-monthly or quarterly basis, as determined by the Board of Directors, and shall be due on the first day of the applicable period in advance, unless otherwise ordered by the Board of Directors. Special assessments, should they be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Lot Owner a statement of said Lot and Lot Owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, the Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each calendar year pursuant to Section 3 of Article VII of the Declaration.

Section 5. Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or dividend into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a Lot Owner shall be applied as to interest, delinquencies, costs, and late charges and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Covenants and Restrictions, and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. Application of Assessment Installments Upon Default. If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the calendar year upon notice thereof to the Lot Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Lot Owner.

Section 7. As audit of the accounts of the Association shall be made annually commencing with the calendar year after the year in which the first annual meeting takes place, as provided for in Article III, Section 3, of these By-Laws. Said audit shall not be required to be certified but shall be prepared by such accountant as the Board of Directors determines and a copy of the report shall be available to the members of the Association in the office of the Association and with the Treasurer of the Association. Such report shall be available not later than four (4) months after the end of the year for which the report is made. Notwithstanding the foregoing, until such time as the Developer conveys seventy five (75%) percent of all the lots on the real property described in Exhibit A to the Declaration of Covenants, exclusive of conveyances to entities related to or affiliated with the Developer or other developers, or sooner elects to transfer control to the Non-Developer member of the Association or three (3) years from the date Developer has made its first conveyance of a unit, whichever shall occur first, the Board of Directors is only required to render an unaudited financial statement for each calendar year, and said statement shall be made available to the members of the Association and during this time, the Board of Directors shall cause a continual internal audit of accounts of the Association to be performed; however, no independent or external audit by an accountant or other parties is required during this time. However, the Board of Directors, in its sole discretion, may cause an audit of the accounts of the Association to be made by an accountant during the period wherein same is not required, as herein provided.

ARTICLE VII. COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment) by a Lot Owner of any of the provisions of the Declaration of Covenants and Restrictions or these By-Laws, the Association, by direction of its Board of Directors, may notify the Lot Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration or of the By-Laws, and the Association may then, at its option, have the following elections:

- (a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Lot Owners;
- (b) An action in equity to enforce performance on the part of the Lot Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

If the Association prevails in such action, the Lot Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of written request, signed by a Lot Owner, sent to the Board of Directors, shall authorize any Lot Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot Owner as a specific item which shall be a lien against said Lot or Unit with the same force and effect as if the charge were a part of the Association Expenses.

Section 2. Negligence or Carelessness of Lot Owner or Unit Owner. All Lot Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Lot Owner as a specific item, which shall be a lien against said Lot with the same force and effect as if the charge were a part of the Association Expenses.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, including costs and reasonable attorneys' fees on appeal, as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Covenants and Restrictions or these ByLaws shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition of the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Lot Owners, pursuant to any terms, provisions, covenants or conditions of the Declaration of Covenants and Restrictions documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude

the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Declaration of Covenants and Restrictions or these By-Laws, or at law or in equity.

ARTICLE VIII. ACQUISITION OF UNITS OR LOTS

Section 1. Acquisition on Foreclosure. At any foreclosure sale of a Lot, the Board of Directors may, with the authorization of and approval by the affirmative vote of voting members casting not less than sixty (60%) percent of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire, in the name of the Association, or its designee, a Lot being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of Lot Owners at the foreclosure sale of a Lot, due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration of Covenants and Restrictions, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

ARTICLE IX. AMENDMENTS TO THE BY-LAWS

The By-Laws may be altered, amended or added to at any duly called meeting of the membership, provided:

(a) Notice of the meeting shall contain a statement of the proposed Amendment; and

(b) The Amendment shall be approved by the affirmative vote of the voting members casting not less than seventy-five (75%) percent of the total votes of the members of the Association; and

(c) Said Amendment shall be recorded and certified, as required by the Declaration of Covenants and Restrictions. Notwithstanding anything above to the contrary, these By-Laws may not be amended without a prior written resolution requesting the said Amendment from the Board of Directors; and

(d) Notwithstanding the foregoing, all the terms and provisions of this Article IX shall be subject to Section ____ of Article ____ of the Declaration of Covenants and Restrictions, which shall be deemed paramount to the provisions of this Article of the By-Laws. No amendment of these By-Laws shall change the rights and privileges of the Developer without the Developer's written approval.

ARTICLE X. NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Covenants and Restrictions.

ARTICLE XI. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership of a Lot and membership in the Association or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XII. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair areas as provided in the Declaration of Covenants and Restrictions, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

ARTICLE XIII. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration of Covenants and Restrictions, or these By-Laws.

ARTICLE XIV. PARAMOUNT RIGHTS OF DEVELOPER

All of the applicable terms and provisions of all of the Articles and the Sections thereunder of these By-Laws shall be subject to the provisions of the Declaration of Covenants and Restrictions as to the rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles and Sections thereunder of these By-Laws.

ARTICLE XV. LIENS

Section 1. Protection of Property. All liens against a Lot, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Lot shall be paid before becoming delinquent, as provided in the Declaration of Covenants and Restrictions and By-Laws or by law, whichever is sooner.

Section 2. Notice of Lien. A Lot Owner shall give notice to the Association of every lien upon his Lot, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

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Section 3. Notice of Suit. Lot Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot; such notice to be given within five (5) days after the Lot Owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. First Mortgage Register. The Association may maintain a register of all first mortgages, and at the request of a first mortgagee, the Association shall forward copies of all notices as to the following:

(a) A financial statement for the immediately preceding fiscal year;

(b) Any condemnation or casualty loss which affects either a material portion of the project or the Unit securing its mortgage;

(c) Any 60 day delinquency in the payment of assessments, charges owed by the owner of any unit on which it holds the mortgage or violations served upon a unit owner;

(d) A lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Property Owners' Association.

(e) Any proposed action that requires the consent of a specified percentage of Mortgage Holder.

ARTICLE XVI. RULES AND REGULATIONS

Section 1. The Board of Directors shall make available for inspection, upon request by Unit and Lot Owners and first mortgagors, during normal business hours or under other reasonable circumstances, current copies of the Declaration of Covenants and Restrictions, Articles of Incorporation, By-Laws, other rules and regulations, as well as the books, records, and financial statements of the Association.

Section 2. As to Lots. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Lots, provided, however, that copies of such Rules and Regulations shall be furnished to each Lot Owner upon request.

Section 3. Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Declaration of Covenants and Restrictions, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration of Covenants and Restrictions, the provisions of said Declaration shall prevail.

APPROVED AND DECLARED as the By-Laws of the Association named below.

DATED this 24th day of June, 1983.

JOGGERS RUN PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature] (SEAL)

President

Attest: [Signature] (SEAL)

Secretary

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RULES AND REGULATIONS OF
JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.
(A NOT FOR PROFIT CORPORATION)

WHEREAS the Joggers Run Property Owners Association, Inc., is a Corporation not for profit under the laws of the State of Florida, with Articles of Incorporation filed in the Office of the Secretary of State on June 7, 1983, and

WHEREAS the Association was organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands and personal property are to be used in common with the members of the Joggers Run Property Owners Association, Inc. whose members shall all be property owners at Joggers Run and

WHEREAS such operation by the association includes the management of Joggers Run in keeping with the terms and conditions as set forth in the Articles of Incorporation, the Bylaws, and the Declaration of Covenants and Restrictions of Joggers Run, these "Rules and Regulations" are hereby updated to conform with Florida Statute Chapter 720 (former Chapter 617.301-312).

ARTICLE 1

IDENTITY

- (1) The following Rules and Regulations shall apply to all members of the Joggers Run Property Owners Association.
- (2) Each parcel owner shall be held accountable for any violation of these Rules and Regulations by family members, guests, tenants, agents or employees of the parcel owner.

ARTICLE II

DEFINITIONS

See the PREFACE and the Declaration of Covenants and Restrictions. These definitions are outlined in Florida State Statute, Chapter 720 and will be used in all Joggers Run Documents.

ARTICLE III

PARCELS AND COMMON AREAS:

- (1) **Parcels:** Parcels are platted lots, tract, unit or other subdivision of real property within Joggers Run as described herein and in the Declaration.

(a) All parcels in the subdivision are restricted to the use of a single family, its household and guests.

(b) No accessory buildings may be erected on any portion of the subdivision. No parcel on the subdivision shall be enlarged by additions thereto or modification of portions thereof unless and until plans for such work shall have been approved in writing by the Board of Directors. (See the Declaration for Submission and Approval Procedures).

(c) No trade business, professional or any other type of commercial activity shall be carried on upon any parcel.

COMMON AREAS

- (2) **Common Areas:**

(a) Joggers Run Property Owners Association owns all the real property within the community (common areas) that it is not owned by a record owner of legal title to a parcel. The Joggers Run Property Owners Association shall maintain all common areas. It may suspend for a reasonable period of time, the rights of a member or a member's tenants, guests, or invites, or both, to use of common areas and facilities. It may levy reasonable fines, for violations not to exceed \$100.00 (one hundred dollars) per violation against any member or any tenant, guest, or invites. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no fine shall exceed \$1,000.00 (one thousand dollars) in the aggregate. (See FS Chapter 720.305) for further information on fines, also see the Declaration of Covenants and Restrictions.

(b) Sidewalks, stairways, corridors and landings that are a part of the Common Areas shall not be obstructed in any way or manner whatsoever and shall be used exclusively for ingress to or egress from the Units. By way of illustration and not limitation, no baby carriages, shopping carts, bicycles, toys, trashcans, garbage cans, chairs, benches, tables, or other articles will be allowed to stand in said area, nor shall children be permitted to play or loiter in or on said sidewalks, stairways, corridors or landings.

(c) Children shall not be permitted to play on or about the walkways, roadways, or parking areas situated upon the Common Areas.

(d) No bicycle, toys, chairs, barbecues, or any other items of personal property shall be left on or about the Common Areas when not in use. Barbecues shall not be left on or about the front or side portions of the parcels.

(e) No dirt or other substance or material shall be swept or thrown into or onto any stairways, corridors or landings, which are a part of the Common Areas. No clothes shall be hung from any windows or balcony, nor shall any rugs, mats, bedding or other items be shaken from any window, door, or balcony.

(f) All trash, refuse and garbage from the parcel shall be deposited with care in containers intended for such purpose only at such times and in such manner, as the Property Owners Association shall direct. No litter or other trash shall be placed or left upon the Common Areas, except in containers provided for such.

(g) No disturbing noises, either within the parcel, in or on, the Common Area, which would interfere with the rights, comfort or convenience of Parcel Owners, shall be permitted or allowed.

(h) The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the parcel shall not be used for any purpose other than that for which intended, and no sweepings, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the Common Area resulting from misuse thereof shall be borne by the Parcel Owner of the parcel where the misuse occurred.

(i) Suspension of Common-Area-Use-Rights shall not impair the right of a Parcel Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. (See Florida Statute Chapter 720.305)

(j) All common areas and recreational facilities shall be available to Parcel Owners and their invited guests for the use intended for such common areas and recreational facilities. The Board of Directors may adopt reasonable rules and regulations pertaining to the use of such common areas and recreational areas facilities. (See Florida Statute 720.304 changed July 2008) No Board of Directors shall unreasonably restrict any parcel owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas and recreational facilities.

(k) Any Parcel Owner may display one portable, removable United States Flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, not larger than 4 ½ feet x 6 feet, which represents the United States Army, Navy, Air Force, Marine Corp or Coast Guard, or a POW-MIA Flag.

(l) Any Parcel Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions, bylaws, rules, or regulations of the Association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Parcel

Owner may further display in a respectful manner from that flagpole, regardless of any covenants, restrictions, by laws, rules or regulations of the association, an official United States Flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA Flag. Such additional flag must be equal in size or smaller than the United States flag.

(m) This subsection applies to all homeowner's associations, regardless of whether such homeowner's associations are authorized to impose assessments that may become a lien on the parcel.

(n) Any owner prevented from exercising rights guaranteed by subsection (k) or subsection above, may bring an action in the appropriate court of the county in which the alleged infringement occurred, and upon favorable adjudication, the court shall enjoin the enforcement of any provision contained in any homeowners association document or rule that operates to deprive the owner of such rights. For further information, see Joggers Run Property Owners Association Bylaws.

ARTICLE IV

RULES AND REGULATIONS

- (1) No trees, shrubbery, or other forms of landscaping shall be installed or unless the same shall have been first approved in writing by the Board of Directors, whose approval may be arbitrarily, withheld.
- (2) No fences or hedges shall be permitted anywhere within the Subdivision except as approved in writing by the Board, whose approval may be arbitrarily withheld.
- (3) All garbage and trash containers and oil and gas tanks must be placed and maintained as to render the contents thereof hidden from view from adjoining properties.
- (4) All hurricane shutters shall be of a type approved by the Board, and no such shutters shall be installed unless the same shall be a type approved by the Board of Directors.
- (5) No sign of any nature whatsoever shall be erected or displayed within the Subdivision except where express written approval of the size, shape, content and location thereof has been first obtained from the Board of Directors, whose approval may be arbitrarily withheld.
- (6) **Hazards and Nuisances:** No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors. No inflammable, combustible or explosive fluid or chemical substance shall be kept in any parcel except such as are required for normal household use and it shall be kept within the parcel. No Parcel Owner shall permit or suffer anything

to be done or kept in his parcel which will increase the rate of insurance as to other Parcel Owners as to their Parcels and improvements thereon and as to the Common Areas.

- (7) **Livestock:** No livestock or poultry of any kind shall be raised, bred or kept on any parcel.
- (8) **Pets:** No pets, except either one dog or one cat may be kept in one parcel by a Parcel Owner. The Parcel Owner shall not permit or authorize guests, invites and lessees to keep pets in their parcel. Guests, invites and lessees are not permitted to keep or maintain pets in a parcel unless said animal is classified as a, "Seeing-Eye Dog".
- (9) No pets shall be permitted at any time upon any portion of the Common Property except on a leash, held by a responsible person.
- (10) Pets shall not be permitted in or upon the recreation areas and facilities such the pool, tennis court and recreation building.
- (11) If any dog or cat, in the sole discretion of the Association endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owner of another parcel, the Parcel Owner whose parcel the animal is kept in shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Association, said animal shall be removed within (3) days upon the request of the Board or the Board shall be required to take such other steps as the Property Owners Association may direct.
- (12) All persons bringing a pet onto the Common Areas shall be responsible for immediately removing any solid waste of said pet.
- (13) The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
- (14) At no time may a Parcel Owner keep or have on the property or in a parcel the following breeds: Doberman, Pit Bull, Rottweiler, Chow-Chow, or German Shepherd, unless said dog is classified as a, "Seeing-Eye-Dog". At no time may a dog of any breed, who is a known biter, be allowed to be kept on the property or in any parcel.
- (15) Any Parcel Owner, who was not, at the time of approval of this update to these Rules and Regulations, but by virtue of this update is now in violation of its provisions, shall comply with this update on the earlier of the following occurrences: (1) the death of the pet (in which case said pet shall not be replaced in violation of the new update, or (2) upon sale of the parcel. Pets subject to this exception are hereafter referred to as, "grandfathered-in pets" and are subject to all other provisions of the Rules and Regulations herein.

- (16) No exterior radio antenna, television antenna (or dish) citizen band or any other antenna of any type or nature shall be permitted on any parcel thereupon unless the Parcel Owner(s) obtains the prior written approval of the Board of Directors.
- (17) No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzene, or explosives fireworks or articles which are extra-hazardous to life, limb or property, shall be used or brought into the parcel without in each case obtaining the prior consent of the Board of Directors.
- (18) Without the prior permission of the Board of Directors, no contractor or workman employed by the Parcel Owner shall be permitted to do any work in any parcel (except for emergency repairs) between the hours of 6:00 P.M. and 8: A.M., or on Sunday or legal holidays if such work is likely to disturb other Parcel Owners.
- (19) All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a parcel shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards or fire underwriters having jurisdiction.
- (20) All parking regulations and traffic regulations from time to time posted by the Board of Directors shall be obeyed.
- (21) No vehicle horn shall be blown upon the Common Area except for the purpose of preventing an accident.
- (22) No motor vehicles of any type or nature, trailer, recreation vehicles of any type or nature, campers, vans, commercial vehicles, boats, or boat trailers may be parked upon any swale area within the Common Areas, hereto, except commercial vehicles and the like may be parked briefly for delivering purposes only.
 - (a) No trucks commercial vehicles, recreation vehicles, campers, vans, boats, or boat trailers may be parked in any driveway or upon any parcel or in any carport, if applicable, provided, however, the same may be kept in a garage within a parcel, if such truck, recreation vehicle, commercial vehicle, trailer, boat, boat trailer, camper, or van fits in said garage and such garage contains a full garage door and such garage door is kept closed. No repair work to any type of motor vehicle or boat or boat trailer shall be conducted on any parcel other than very minor repairs.
- (23) Exceptions to paragraph (22) above: The following vehicles shall not be subject to the parking restrictions contained in paragraph (22) above, and shall be entitled to park subject to restrictions contained in subparagraph (a) through (c) below.
 - (a) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Common Area.
 - (b) A vehicle(s), if any, owned by the Association and used in connection with maintenance and operation of the Association and the Common Area.

(c) Official emergency or police vehicles, regardless of classification.

- (24) Definition of Truck and Van/Commercial Vehicle: The most current edition of the N.A.D.A. Official Used Car Guide shall determine the classification of whether a vehicle is in fact a truck or van, or whether same is a passenger automobile. If said Guide does not contain reference to a particular vehicle, then the manufacturer's classification shall control. If publication of such Guide shall be discontinued, an equivalent publication shall be selected by the Board of Directors to be used to determine vehicle classifications hereunder, except as otherwise provided in these paragraphs, a State registration and/or title classification shall have no bearing on determination of the classifications hereunder.
- (25) All motor vehicles must be maintained as to not create any eyesore in the community.
- (26) Each owner and resident must park in his or her driveway or garage. No vehicle shall be parked on the grass or within posted no parking zones.
- (27) All owners and their guests must comply with the Traffic Regulations of the State of Florida and The Traffic Regulations as posted throughout the community. The Board of Directors of the Association has the right and authority to prohibit vehicles on the property for any offenders.
- (28) No person without a valid driver's license, under the age of sixteen (16), may drive any motorized vehicle on the roads within Jogger's Run.
- (29) Except for safety measures, horns shall not be used or blown while a vehicle is parked, standing in or driving through driveways and /or parking areas. Loud engines noises, loud exhausts and noisy mufflers shall be prohibited. No vehicle shall be parked with its motor running.
- (30) No motorized vehicles with the exception of lawn maintenance equipment shall be driven or allowed over walkways or on any grass area. No motorized vehicle shall be operated anywhere within the Property except on streets or roadways and then only if street legal and appropriately licensed. This prohibition shall apply to all-terrain-vehicles (atv, atc, etc.), dirt.bikes, go-carts or other off road recreational vehicles.
- (31) No self-powered vehicles which appear to be unable to operate on its own power shall remain within Joggers Run for more than twenty-four (24) hours, and no repair (including changing oil) of a vehicle shall be made within Joggers Run except for minor repairs necessary to permit removal of a vehicle. All vehicles must bear a valid, current license tag. Those vehicles not bearing current, valid tags shall be towed from Joggers Run at the owner's expense. Any vehicles in violation of this provision shall be deemed a prohibited vehicle.
- (32) **Remedy Of Towing:** If an offending vehicle owner does not remove a prohibited or improperly parked vehicle from Joggers Run, in violation of the recorded covenants, or these rules, the Association shall have the option and right to have the vehicle towed

away at the vehicle owner's expense. By this provision, each unit owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the Association incurs expenses for the removal of a vehicle, that vehicle's owner shall be responsible to reimburse the Association for any such expense. If the owner refuses to pay such costs upon demand, the Association shall have the right to collect said charge(s) through a Court of competent jurisdiction. The Parcel Owner shall be liable for damage caused by or fines levied, against himself/herself as the owner of the vehicle, or against his/her family, lessees, guest's employees or visitors. In addition, the Parcel Owner shall be liable for simple interest on the amount of such damages owed or fines levied at the rate or 12% per annum thereon, along with costs and attorneys fee. (See Florida Statute Chapter 720. 305)

- (33) Parcel Owners are strictly responsible to ensure that their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their units comply with these paragraphs and as such, are responsible and liable to the Association for violations of same by their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their parcel.
- (34) **Alternative/Concurrent Remedies:** Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with these paragraphs by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation or Bylaws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of these paragraphs.
- (35) Any violation of these Rules and Regulations shall entitle the Association to the same remedies allowed in the Articles of Incorporation, the Declaration and the Bylaws, as to violation of the Covenants or Rules and Regulations for Joggers Run and any additional remedies provided for by law. Furthermore, the Association shall be entitled to reasonable costs and attorney's fees incident to the enforcement of these Rules and Regulations.
- (36) **Fines:** In addition to all other remedies, including those set forth in these Rules and Regulations, the Declaration and the Bylaws, in the sole discretion of the Board of Directors of Joggers Run Property Owners Association, Inc. a fine or fines may be imposed upon a Parcel Owner for failure of the Owner, his family, guests, invites, tenants, or employees to comply with any covenant, restriction, Rule or Regulation contained in the Declaration of Covenants and Restrictions or Bylaws of Joggers Run or Rules and Regulations promulgated pursuant thereto, including any amendments, provided the following procedures are adhered to:

(a) **Notice:** The Joggers Run Property Owners Association, Inc., shall notify the Owner of the infraction or infractions. Included in the notice shall be that a fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined as suspended and an opportunity for a hearing before a committee of at least three members, appointed by the Board of Directors, who are not directors or employees

of the association, or the spouse, parent, child, brother, or sister, of a director or employee. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed. The date and time of the meeting at which time, the Parcel Owner may present reasons why penalty(s) should not be imposed.

(b) **Hearing:** Evidence of noncompliance shall be presented to the committee after which they shall hear evidence and reasons why penalties should not be imposed if offered by the Parcel Owner. A written decision of the committee shall be submitted to the Board of Directors not later than twenty-one (21) days thereafter.

(c) **Penalties:** The Board of Directors may impose individual assessments as fines against the property owned by the Parcel Owner not in excess of One Hundred Dollars (\$100.00) for each occurrence. Any monthly dues in arrears, in excess of five hundred dollars, (\$500.00.) will have their cable service suspended until dues are paid. Suspension of the use of the common areas and facilities, which also include access to the pool and clubhouse or any other common area may also be imposed.

(d) **Payment of Penalties:** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) **Collection Of Fines:** Fines shall be treated as an individual assessment otherwise due to the Joggers Run Property Owners Association, Inc. and may be collected as such or through an action at law if said fines are determined by any court of competent jurisdiction that said funds may not be treated as an individual assessment.

(f) **Application of Penalties:** All monies received from fines shall be allocated as directed by the Board of Directors.

(g) **Nonexclusive Remedy:** These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Joggers Run Property Owners Association, Inc. may be otherwise legally entitled; however, any penalty paid by the offending Parcel Owner shall be deducted from or offset against any damages that the Association, may otherwise be entitled to recover by law from such owner.

(37) **Assessments:**

(a) Assessments will be levied by the Board of Directors on each Parcel owner in a manner in which expenses are shared proportionally thereof.

(b) Assessments charged to each parcel owner shall not exceed the maximum obligation of the parcel owner based on the total amount of the adopted budget each year.

(c) Assessments must be paid on a timely basis. If not paid on a timely basis the Joggers Run Property Association may level a lien on the parcel owner's property.

- (38) No employee of the Property Owners Association shall be required by any Parcel Owner to perform a personal service for any parcel not in the line of duties prescribed for such employee by the Property Owners Association.
- (39) There shall be no swimming or boating on any lake or pond on the Common Area.
- (40) The Rules and Regulations for the Pool and clubhouse of the Joggers Run Property Owners Association are as follows:
- (a) The pool and clubhouse hours are from dawn to dusk. Exceptions may be made for special occasions, which must be arranged in advance with the Board Secretary or responsible person appointed by the board for this purpose.
 - (b) Keys have been given to all homeowners for the pool area. Non-resident owners may or may not choose to give their tenants a key, as they will be held responsible for tenant's actions.
 - (c) The gate must be kept locked at all times and the clubhouse doors need to be secured.
 - (d) A fifty dollar (\$50) fee will be charged for replacement keys.
 - (e) There is no Life Guard on duty at the pool. Therefore, no juveniles under the age of eighteen (18) are permitted in the pool or clubhouse without a resident who is eighteen (18) or older.
 - (f) Residents must accompany guests at all times in the pool or clubhouse.
 - (g) If you wish to reserve the clubhouse and pool for a private function, please notify Banyan Property Management, at (561) 649-8585 or E-mail at <http://www.banyanproperty.com/joggers-run.html>. They will notify the rental agent. The rental fee is Twenty Five Dollars (\$25) per day. A One Hundred Dollar (\$100) deposit will be required to reserve the recreational facilities. The deposit will assure that the bathrooms are stocked, kitchen is clean, etc. If facilities are not in satisfactory condition after use, the deposit will be forfeited.
 - (h) No horseplay, running or diving will be permitted.
 - (i) No glass containers are permitted in the pool area.
 - (j) No dogs are allowed in the clubhouse or pool area.
 - (k) Please do not leave any personal possessions or food in the pool or clubhouse.
 - (l) When using recreational facilities, please conduct yourself in a courteous manner, with due regard for the rights of others.
 - (m) There is a Dusk curfew for the closure of the Pool Area, Clubhouse, Recreational Areas, Tennis Court and Playground for all children under the age of eighteen (18) unless

accompanied by a parent. The Board of Directors will cause to have curfew signs posted to this effect. Inappropriate or offensive behavior will not be allowed. Violators will be reported to their parents and the appropriate law enforcement authorities. As per rule (36), fines will be leveled for all violators and their parents. Note should be taken of the Rules and Regulations, ARTICLE 3 Titled "Common areas"; (pages 2-3), Subsection (2) (c), (2) (d), (2) (f), (2) (g), and (2) (j). Furthermore, special attention and emphases is placed on Subsection (2) (g) which will be strictly enforced for the benefit of all the residents.

(41) Leasing or Sale of Units: In order to assure a community of congenial residents and thus protect the value of property in the Joggers Run community, the sale or lease of parcels shall be subject to the following provisions:

(a) No parcel owner may dispose of a parcel or any interest therein by sale or lease without approval of the association. If the purchaser or lessee is a corporation, approval may be conditional upon the approval of those individuals who will be occupants of the parcel. Approval of the association shall be subject to the following Application criteria as follows:

In addition to any evaluation criteria, which the Board may from time to time provide, the following criteria shall be used to evaluate prospective owners, lessees and occupants:

1. Satisfactory employment references, including but not limited to, proof of current employment;
2. Satisfactory references from prior lessors, including a positive record of prompt monthly payment and no damage claims or nuisance type complaints;
3. Beacon score of 625 or higher.
4. Satisfactory criminal background check.

The following criteria shall be cause for immediate denial of applications, including but not limited to:

1. Falsifying application information;
2. Incomplete application;
3. History of property destruction;
4. Negative rental history, including but not limited to, noise complaints, eviction proceedings, claims against security deposit, and property damage;
5. Collections with an exception by the Board for a medical collection with an understandable explanation.
6. Felony record and/or pending felony charges and/or pattern of misdemeanor criminal activity and/or excessive criminal history;
7. Registered as a sex offender;
8. Pending charges, conviction, and/or active parole for any sex crime and/or crimes against children.

In addition to meeting the above criteria a deposit must be posted of \$500 (money order or cashier's check payable to Joggers Run) for any damages/violations caused by the

renter or guests affiliated with the renter. This deposit will be held in account specifically for security deposits.

(b) Leasing Of Units and Percentage of Units Leased:

No Unit may be leased nor may any lease be approved which would result in more than twenty percent (20%) of the total number of Units in the Association being subjected to a lease at any given time. The Association, through the Board of Directors, may adopt and amend rules and regulations in order to implement this restriction, which may include, without limitations, the establishment of guidelines to determine how lease applications will be prioritized in order to allow for leasing up to, but not in excess of aforementioned limitation.

aa) Definition: "Leasing," for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a parcel by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(bb) Notification/Information Required: Any Parcel Owner intending to make a bonafide lease of his/her parcel shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.

(c) Leasing Provisions:

(aa) General: Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of parcels or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a parcel. All leases shall be in writing except with the prior written consent of the Board of Directors. No new Owner of a Unit may be permitted to lease the Unit during the first twelve (12) months of ownership. In the event such a purchasing Owner acquires the title to a Unit with a lessee in possession under an approved lease, at the expiration of such lease, the Unit shall not again be leased until the one (1) year anniversary of the expiration of the prior approved lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the Rules and Regulations.

(bb) Compliance With The Declaration, Bylaws, and Rules and Regulations: Prior to approval of any prospective lessee, every prospective Lessee shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the

Board and need not, but may be, composed of members of the Association, including Board Members. Said committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

(cc) Owners And Lessees Responsibility: Each Owner shall cause all occupants of his or her parcel to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto. All leases of parcels shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Parcels and assignments of leases.

(dd) Failure To Give Notice: If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a parcel, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(ee) Time of Approval/Disapproval: Within thirty (30) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lesser within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the lease.

(ff) Failure Of Owner To Comply With These Requirements: The failure of a Parcel Owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation of these Rules and Regulations for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes, Chapter 720.

(d) Sale Of Units:

(aa) Definition: "Sales", for purposes of these Rules and Regulations, is defined as a voluntary transfer any interest in the real property, including gifts and transfers pursuant to the laws of descent and distribution of estates, but shall exclude transfers solely between co-owners, or transfers through operation of law such as foreclosure sales.

(bb) **Notice/Information Required:** Any Parcel Owner intending to make a bonafide sale of his parcel shall give to the Association written notice of such intention, together with a copy of the Contract for Purchase and Sale, contingent upon approval of the Association, with the required fee, the amount of which fee shall be set from time to time by the Board of Directors, the name and address of the intended purchaser, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended purchaser as the Association may reasonably require.

(cc) **Compliance With Declaration, Bylaws, And These Rules And Regulations:** Prior to approval of any prospective purchaser, every prospective purchaser shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of sales. The purpose of this required interview is to review the Association's governing documents, including its Rules and Regulations, with prospective purchasers, and to have said prospective purchasers execute an acknowledgement that they have reviewed, understand and will abide by said governing documents, to review the prospective purchaser's application and other required material and thereafter approve or disapprove the prospective purchaser(s), based on the results of said interview and review of purchaser's application and such background checks as may be required by the Board.

(dd) **Failure To Give Notice:** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transfer of interest in a parcel, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(ee) **Time for Approval/Disapproval:** Within thirty (30) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the prospective purchaser/purchaser within the aforesaid thirty (30) day period and failure to do so shall constitute approval of the purchaser and the transfer.

(ff) **Failure To Comply With Requirements:** The failure of a Parcel Owner or prospective purchaser to give notice or allow transfer of an interest in the parcel shall make said transfer voidable at the option of the Association.

(gg) **Approval Certificate Required To Be Recorded With Deed:** If a purchaser is approved by the Association, the Association shall furnish an Approval Certificate in a form to be prescribed by the Board, which Approval Certificate shall be recorded together with the instrument of conveyance on the Public Records of Palm Beach County, Florida.

(hh) Copy Of Deed To Be Furnished To The Association: In the event of a sale, it shall be the responsibility of the purchaser of the parcel to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute an agreement acknowledging that he/she takes title subject to the Bylaws, Declaration of Covenants and Restrictions, and these Rules and Regulations of the Association, which he/she agrees to abide by. The Association shall retain the purchaser's certificate in its records, and shall furnish the purchaser a copy of the Bylaws and Rules and Regulations.

- (42) **Other Transfers of Interest in Parcels:** Any other transfer of an interest in a parcel, other than those described above, "Other Transfers," shall be required to comply with the following provisions:

(a) **Notice/Information Required:** Transferees through any Other Transfers shall be required to provide the Association, within thirty (30) days after obtaining said interest, written notice of said Other Transfer, and shall include in said notice a copy of the instrument of conveyance, the name and address of all transferees receiving an interest in a Unit through an Other Transfer, an application and such other information, which may be reasonably required by the Board of Directors.

(b) **Failure Of Owner To Comply With These Requirements:** The failure of a transferee to give notice as required above shall constitute a separate violation of these Rules and Regulations for each day beyond thirty (30) days said violation continues. Said transferee shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing document and/or Florida Statutes Chapter 720.

- (43) Each Parcel Owner who plans to be absent during the hurricane season must prepare their parcel prior to their departure by:

(a) Removing all furniture, plants, and other objects from all outside areas.

(b) Any Parcel Owner failing to make hurricane preparations, and/or making improper preparations, shall be responsible for any damage done to the property of other Parcel Owners, and/or to the common areas resulting from such failure.

- (44) **Guns:** No guns, including, without limitation, bb-guns and slingshots, shall be fired or discharged within the Community. Violations, of this rule will be reported to the applicable law enforcement authorities for such action as they deem appropriate.

- (45) Any consent, approval or disapproval of the Property Owners Association of these Rules and Regulations must be in writing to be effective, and shall be revocable at any time. (See original Rules and Regulations approved and sworn to on June 10, 1984.

Note: These new updated and approved Rules and Regulation shall supersede all previous Rules and Regulations in the Bylaws and Declaration of Covenants.

Updated June 21, 2012

RULES AND REGULATIONS
OF
JOGGERS RUN PROPERTY OWNERS
ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

M/11/20
8/11/20
COPY

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings respectively ascribed to them in the Declaration of Covenants and Restrictions.

1. Sidewalks, stairways, corridors and landings which are a part of the Common Property shall not be obstructed in any way or manner whatsoever and shall be used exclusively for ingress to or egress from the Units. By way of illustration and not limitation, no baby carriages, shopping carts, bicycles, toys, trash cans, garbage cans, chairs, benches, tables, or other articles will be allowed to stand in said area nor shall children be permitted to play or loiter in or on said sidewalks, stairways, corridors or landings.
2. Children shall not be permitted to play on or about the walkways, roadways, or parking areas situate upon the Common Property.
3. No bicycles, toys, chairs, barbecues, or any other items of personal property shall be left on or about the Common Property when not in use. Barbecues shall not be left on or about the front or side portions of the Units.
4. No dirt or other substance or material shall be swept or thrown into or onto any stairways, corridors or landings which are a part of the Common Property. No clothes shall be hung from any windows or balcony, nor shall any rugs, mats, bedding or other item be shaken from any window, door, or balcony.
5. All trash, refuse and garbage from the Units shall be deposited with care in containers intended for such purpose only at such times and in such manner as the Property Owners Association shall direct. No litter or other trash shall be placed or left upon the Common Property, except in containers provided for such.
6. No disturbing noises, either within the Units or in or on the Common Property, which would interfere with the rights, comforts or convenience of Unit Owners, shall be permitted or allowed.
7. The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the Units shall not be used for any purpose other than that for which intended, and no sweepings, rubbish, rugs or any other improper articles shall be deposited into the same. Any damage to the Common Property resulting from misuse thereof shall be borne by the Unit Owner of the Unit where the misuse occurred.

8. a. No pets, except either one dog which when fully grown shall weigh no more than twenty-five (25) pounds or one cat, may be permitted to be kept in one unit by owner. The unit owner shall not permit or authorize guests, invitees or lessees to keep pets in units.
- b. No pets shall be permitted at any time upon any portion of the Common Property except on a leash.
- c. Pets shall not be permitted in or upon the recreation areas and facilities such as the pool and recreation building.
- d. If any dog or cat becomes annoying to other unit owners by barking or otherwise, the unit owner whose unit the animal is kept, shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Property Owners Association, the unit owner shall no longer be allowed to keep the animal in his unit or shall be required to take such other steps as the Property Owners Association may direct.

9. No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzine, or explosives, fireworks or articles extra-hazardous to life, limb or property, shall be used or brought into the Unit without in each case obtaining the prior consent of the Property Owners Association.

10. Without the prior permission of the Property Owners Association, no contractor or workman employed by the Unit Owner other than Developer shall be permitted to do any work in any Unit (except for emergency repairs) between the hours of 6:00 P.M. and 3:00 A.M., or on Sunday or legal holidays if such work is likely to disturb other Unit Owners.

11. All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards or fire underwriters having jurisdiction.

12. No trailers, campers, boats, or unserviceable vehicles shall be parked or kept upon any portion of the Common Property except for an enclosed garage.

13. All parking regulations and traffic regulations from time to time posted by the Property Owners Association shall be obeyed.

14. No vehicle horn shall be blown upon the Common Property except for the purpose of preventing an accident.

15. No employee of the Property Owners Association shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee by the Property Owners Association.

16. There shall be no swimming or boating on any lake or pond on the Common Property.

17. Each Unit Owner shall be held accountable for any violation of these rules by the family members, guests, tenants, agents or employees of the Unit Owner.

18. Complaints regarding the management of the Common Property or regarding actions of other Unit Owners shall be made in writing to the Property Owners Association.

19. Any consent or approval required of the Property Owners Association by these Rules and Regulations must be in writing to be effective, and shall be revocable at any time.

THE FOREGOING WERE DULY ADOPTED AS THE RULES AND REGULATIONS OF JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

JOGGERS RUN PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
President

(CORPORATE SEAL)

ATTEST:
By: [Signature]
Secretary

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared _____ and _____, to me known to be the President and Secretary of JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC., who after being duly cautioned and sworn, depose and said that they executed the foregoing Rules and Regulations for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 10 day of June, 1988.

[Signature]
Notary Public, State of Florida
at Large

(SEAL)

My Commission Expires: 11/29/90