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This instrument was prepared by:

**MARK D. FRIEDMAN, ESQ.**

Becker & Poliakoff, P.A.

625 North Flagler Drive – 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C 112)

**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS FOR  
INDIAN SPRING  
AND ARTICLES OF INCORPORATION AND BY-LAWS FOR  
INDIAN SPRING MASTER ASSOCIATION, INC.**

WHEREAS, the **Declaration of Maintenance Covenants for Indian Spring** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **2522** at Page **880**; and

WHEREAS, the **Articles of Incorporation and By-Laws for Indian Spring Master Association, Inc.** are attached as an exhibit thereto; and

WHEREAS, the **Restrictions for Indian Spring** has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Records Book **2488** at Page **1677**; and

WHEREAS, at a duly called and noticed meeting of the membership of **Indian Spring Master Association, Inc.**, a Florida not-for-profit corporation, held **September 11, 2013**, the aforementioned Declaration of Maintenance Covenants, Restrictions and Articles of Incorporation were amended pursuant to the provisions of said Declaration of Maintenance Covenants, Restrictions and Articles of Incorporation; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of **Indian Spring Master Association, Inc.**, a Florida not-for-profit corporation, held **September 11, 2013**, the aforementioned By-Laws were amended pursuant to the provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certify that the following Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws are a true and correct copy of the Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws adopted by the membership and Board of Directors at the above-referenced meeting of the membership and Board of Directors, and that the attached Amended and Restated Declaration of

Maintenance Covenants and Amended and Restated Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws replace the original Declaration of Maintenance Covenants, Restrictions, Articles of Incorporation and By-Laws recorded on the date and at the official records book and page identified above, and any amendments thereto. All of the exhibits to the original Declaration of Maintenance Covenants, Restrictions, Articles of Incorporation and By-Laws which are otherwise referenced in or attached to the attached Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions, Amended and Restated Articles of Incorporation, and Amended and Restated Bylaws remain intact and unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof.

**SEE ATTACHED**  
**AMENDED AND RESTATED DECLARATION OF MAINTENANCE**  
**COVENANTS AND AMENDED AND RESTATED RESTRICTIONS FOR**  
**INDIAN SPRING**  
**AND**  
**AMENDED AND RESTATED ARTICLES OF INCORPORATION**  
**AND AMENDED AND RESTATED BY-LAWS**  
**FOR INDIAN SPRING MASTER ASSOCIATION, INC.**

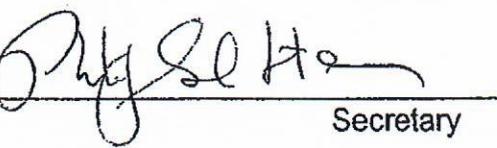
\* \* \* \* \*

WITNESS my signature hereto this 8 day of Sept, 2013, at Boynton Beach, Palm Beach County, Florida.

  
Witness  
D. MARKS  
(PRINT NAME)  
Robert Straus  
Witness  
Robert Straus  
(PRINT NAME)

**INDIAN SPRING MASTER ASSOCIATION, INC.**

By:   
President

Attest:   
Secretary

[Notary page to follow]

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11 day of  
September 2013, by Donald M. Gang and  
Philip Goldstein, as President and Secretary, respectively, of  
**Indian Spring Master Association, Inc.**, a Florida not-for-profit corporation, on behalf of  
the corporation. They are personally known to me, or have produced  
as identification and did take an oath.

Victoria L. Martin

(Signature)

Victoria L. Martin (Print Name)

Notary Public, State of Florida at Large



ACTIVE: 4919515\_1

This instrument was prepared by:

Mark D. Friedman, Esquire  
Becker & Poliakoff, P.A.  
625 North Flagler Drive 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

AMENDED AND RESTATED  
DECLARATION OF MAINTENANCE COVENANTS  
AND  
AMENDED AND RESTATED  
RESTRICTIONS  
FOR  
INDIAN SPRING

NOTE: This document is a substantial rewording of the Declaration of Maintenance Covenants executed by Developer on March 16, 1976, recorded on March 29, 1976, at Official Records Book 2522, Page 880, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Declaration of Maintenance Covenants"), except that all Exhibits to the Original Declaration of Maintenance Covenants which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof; and, further, this document is a substantial rewording of the Restrictions for Indian Spring executed by Developer on February 11, 1978, recorded on March 29, 1976, at Official Records Book 2522, Page 875, of the Public Records of Palm Beach County, as amended to this date (hereinafter the "Original Restrictions"), except that all Exhibits to the Original Restrictions which are not otherwise referenced herein or attached hereto remain unchanged and are hereby incorporated by reference herein as if attached hereto and made a part hereof. A Notice of Marketable Record Title Action was filed on May 25, 2004 at OR Book 17022, Page 1510.

The Indian Spring Master Association, Inc. is the owner of the following described land in Palm Beach County, Florida, together with any additions made pursuant to the provisions of the Declaration or applicable law, which are included in the exhibits to the original Declaration and incorporated herein by reference:

The East one-half of Section 34, Township 45 South, Range 42 East, the West one-half of Section 35, Township 45 South, Range 42 East; the Northeast one-quarter of Section 35, Township 45 South, Range 42 East, LESS the North 600 feet of the East 433 feet of said Section 35 and LESS all that part of the East 862.60 feet of said Section 35 lying south of the North 720 feet of said Section 35.

which said land is hereinafter called and defined "Indian Spring", for the intent and purpose of preserving the beauty and quality of life of the residents of Indian Spring, hereby declares said land, subject to the following restrictions:

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.1 "Association" shall mean and refer to Indian Spring Master Association, Inc., a Florida not for profit, operating pursuant to Sections 617 and 720, Florida Statutes, as either may be amended from time to time, the Articles of Incorporation herein sometimes called "Articles", and By-Laws of which are attached and made a part of these Maintenance Covenants. This instrument is the Declaration of Maintenance Covenants for Indian Springs to which the Articles of Incorporation and By-Laws of the Association make reference.

Section 1.2. The "Property" shall mean and refer to all properties platted as Indian Spring and described in this Declaration including all exhibits to the original Declaration which are incorporated herein by reference.

Section 1.3 "Common Expense" shall mean the expenses of administration and management of the Property, the expenses of maintenance, operation, protection, repair and replacement of the Common Area, as well as any other portion of the Property for which the Association is responsible or authorized to maintain, repair or replace, all expenses declared Common Expenses by the provisions of this Declaration, the Articles of Incorporation or By-Laws, any valid charge against the Association or against the Common Area, the costs of carrying out the powers and duties of the Association, and all expenses properly incurred by the Association in the performance of its duties. Common Expense shall also include the cost of communication services, as defined in Chapter 202, Florida Statutes, as the same may be amended from time to time, if the Association chooses to provide such services from time to time.

Section 1.4 "Community" shall be used interchangeably with the term "Property".

Section 1.5 "Declaration" shall mean this Amended and Restated Declaration of Maintenance Covenants which incorporates the Amended and Restated Restrictions for Indian Spring.

Section 1.6 "Indian Spring" shall mean and refer to the real property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants, together with any additions made pursuant to Article II, Section 1 hereof.

Section 1.7 "Parcel" shall mean and refer to any platted subdivision lot including, but not limited to, any individual home site, any large platted tract of land that is larger than a single family dwelling lot, and any condominium unit, together with its interest in the common elements appurtenant thereto, in any condominium on the property described in Exhibit "A" attached to the Original Declaration of Maintenance Covenants.

Section 1.8 "Exclusive Common Area" shall mean and refer to any common area which has been conveyed, or committed, to a Property Owners Association or to a Condominium Association for the exclusive use of owners of parcels within the tract of land over which such Property Owners Association or Condominium Association has jurisdiction.

Section 1.9 "Owner" shall mean and refer to the record fee simple title holder, whether one or more persons or entities (if ownership by entity is permitted by a particular Sub-Association), of a Parcel.

Section 1.10 "Total Common Area" shall mean and refer to all the real property in Indian Spring conveyed or committed by Developers to the Association or to a Property Owners Association or to a Condominium Association for the exclusive or non-exclusive use of Owners. The term "Common Area" shall mean some portion of the Total Common Area.

Section 1.11 "Property Owners Association" shall mean and refer to a Florida corporation, not-for-profit, which may be formed by a Developer of a particular tract of real estate in Indian Spring, for the purposes of making available to the Owners of lands in such particular tract certain recreational facilities and Common Areas. The term includes both Homeowners' Associations, pursuant to Chapter 720, Florida Statutes, and Condominium Associations, pursuant to Chapter 718, Florida Statutes.

Section 1.12 "Sub-Association" shall be a term interchangeable with "Property Owners Association"

Section 1.13 "Condominium Association" shall mean the not-for-profit Florida corporation which shall be formed and established in connection with the submission of a tract of real estate in Indian Spring, or a portion thereof, to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended from time to time.

Section 1.14 "Master Plan" shall mean and refer to that certain land use plan for Indian Spring on file with Palm Beach County, Florida, pursuant to its Planned Unit Development Ordinance.

Section 1.15 "Member" means a Member of the Association. All Owners of Parcels are Members.

Section 1.16 "Homeowners Association Act" shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 1.17 "Lien for Charges" means a lien which is recorded to secure a Charge. A lien for charges shall be levied when the Association must perform work on behalf of a Parcel Owner which would ordinarily be the Parcel Owner's responsibility or work necessitated by the negligent or intentional actions of the Parcel Owner, his or her tenants or the Parcel Owner or tenant's, family members, guests, visitors, invitees or licensees which cause damage or destruction to the Common Areas. Such charges shall become a lien for charges against said Parcel with the same force and effect as if the charge was part of the Common Expense. Said lien shall be collectible from the Parcel Owner in the same manner, including through foreclosure of the lien, as any other unpaid assessment for Common Expenses as provided elsewhere in this Declaration and the Homeowners Association Act, as either is amended from time to time. Such lien shall also secure interest and late fees at the highest rates allowed by law as amended from time to time, costs and attorney's fees.

Section 1.18 "Exterior Maintenance Assessment" is defined in paragraph 7.7.

Section 1.19 "Improvement" is defined in paragraph 3.2.

## ARTICLE II

### HOUSING FOR OLDER PERSONS

Section 2.1 Indian Spring is intended as housing for older persons. Accordingly, the Members of the Association wish to operate as housing for older persons as that term is used and defined in the applicable Federal and State Fair Housing laws. Accordingly, all Parcels shall be held for occupancy by persons fifty-five (55) years of age or older, subject to the exceptions noted below, and no permanent occupancy by persons under the age of eighteen (18) shall be permitted. The term occupancy shall have the meaning ascribed in the applicable Federal and State Fair Housing laws and the rules promulgated pursuant thereto. No occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-four (54), inclusive, unless the Parcel is also occupied by at least one person fifty-five (55) years of age or older. Persons under eighteen (18) years of age may visit and occupy a Parcel as a guest, but no Parcel may be occupied by persons under eighteen (18) years of age for more than thirty (30) days cumulatively for all such visits in a calendar year. Accordingly, the Board shall not approve any proposed transfer to persons who do not intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age and older or to persons who intend to occupy the Parcel without at least one occupant over the age of fifty-five (55). The Board may permit sales where the title holders will not include at least one person fifty-five (55) years of age or older on the condition that all purchasers verify in writing in a form acceptable to the Association that they intend to hold the Parcel out for occupancy by persons fifty-five (55) years of age or older or intend to occupy the Parcel with at least one person fifty-five (55) years of age or older in occupancy with them at all times. The only exceptions where occupancy by persons between the ages of eighteen (18) and fifty-four (54), inclusive, will be permitted without at least one person fifty-five (55) years of age or older are the surviving spouse of a deceased member if the surviving spouse is between eighteen (18) years of age and fifty-four (54) years of age, inclusive, and the surviving children of a deceased member if surviving children are between eighteen (18) years of age and fifty-four (54) years of age, inclusive. The foregoing exceptions will only be permitted if the resulting occupancy levels will remain at least eighty (80%) percent as provided below or as required by applicable law.

Section 2.2 The Board of Directors shall establish policies and procedures for the purpose of assuring that the Board implements the intent of this provision in connection with the screening of sales, leases and all other transfers pursuant to this Declaration and for the purpose of assuring that all of the occupied Parcels in Indian Spring operated by the Association are occupied by at least one person fifty-five (55) years of age or older as provided above. The Board of Directors shall take all reasonable steps to insure that the community's status as housing for older persons is preserved and protected. A census will be conducted as often as and in the manner required by applicable law.

## ARTICLE III

### ARCHITECTURAL GUIDELINES

Section 3.1 The Association, either through its Board of Directors or the Architectural Committee, if one has been created, has the authority to review all plans and specifications for the location, size, type, color, materials and appearance of any structure or other improvement on any Parcel and may enforce standards for external appearance of any structure or

improvement located on any Parcel as such standards are stated herein or in separately published guidelines and standards as may be created and amended by the Board of Directors from time to time.

**Section 3.2 Necessity of Architectural Review and Approval.** No improvement or structure or a material change to any existing improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other improvement ("Improvement") shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein, thereon, or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved, in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, which may be created through separately published guidelines approved by the Board of Directors from time to time, and which by reference are made a part hereof as if fully set forth herein verbatim and as the same may from time to time be amended. The Association is also empowered, through the Board of Directors, to adopt architectural planning criteria which may address, without limitation, the process for the submission and approval of plans, the process for appeal of any Architectural Review Board decision, the establishment of requirements for security deposits, requirements for Owner contractors, inspections, and additional specific architectural requirements in addition to the requirements of this Declaration.

**Section 3.3 Architectural Review.** The architectural review and control functions of the Association shall be administered and performed by the Board of Directors or by an Architectural Review Board as may be appointed by the Board from time to time (the "ARB"), which shall consist of at least two (2) members, or such additional members as determined by the Board of Directors from time to time, who need not be members of the Association. All members of the ARB shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors. A meeting of the ARB shall be called if requested by a Parcel Owner who wishes to install an Improvement on his or her Parcel, or such other times as the ARB may reasonably determine is necessary upon providing public notice of such meeting at least forty-eight (48) hours in advance of the meeting. The architectural review outlined by Article III of the Declaration shall take place only after the Property Owners Association responsible for the Parcel has reviewed the proposed Improvement and granted its approval. The Parcel Owner will then be required to obtain the secondary approval of the Indian Spring Master Association. If the Property Owners Association responsible for the Parcel disapproves the proposed Improvement in its entirety, the ARB shall have no obligation to review the proposed Improvement. If there is no Property Owners Association for a Parcel seeking to install an Improvement, the approval of the ARB will be required before work is permitted to commence.

**Section 3.4 Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

3.4.1 To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, as outlined below. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or improvement in accordance with this Declaration

and the Architectural Planning Criteria. All plans and specifications for the Improvements must be in accordance with all applicable governmental building codes. The plot plans must be approved, in writing, by the ARB, prior to the commencement of any work on the Improvements. If approved, each Improvement shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved. The Board of Directors or the ARB with the Board's approval may determine the forms, fees, and information required to submit a request and may publish those guidelines separately from time to time. Owners of newly constructed homes or condominium units within Indian Spring, built subsequent to the recording of this amendment, shall become members of the Association upon taking title to the home or condominium unit.

Disapproval of plans and specifications by the ARB may be based upon any ground, including purely aesthetic grounds, which, in the sole and discretion of the ARB shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the ARB. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other structures shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

3.4.2 To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting. After the Board approves the modification or amendment, notice of any modification or amendment to the Architectural Planning Criteria, including a copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

3.4.3 To require submission to the ARB of two (2) complete sets of all plans and specifications for any Improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, lighting fixture or other Improvement, the construction, erection, performance or placement of which is proposed upon any Parcel in Indian Spring, and two (2) complete sets of the drainage plan, tree survey, color plan and materials designation plan for such Improvement or structure. The ARB may also require submission of samples of building materials proposed for use on any Parcel, and may require such additional information as reasonably may be necessary for the ARB to evaluate completely the proposed structure or Improvement in accordance with this Declaration and the Architectural Planning Criteria.

3.4.4 To approve or disapprove any Improvements or structure of any kind, as outlined, without limitation in Article 3.4.3, above which is proposed upon any Lot in Indian Spring and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon including, without limitation, any change of color(s), or material(s), size or location. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be final and not subject to further review.

3.4.5 The Board of Directors may, from time to time, adopt a schedule of fees for processing requests for ARB approval of proposed Improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

3.4.6 If a Property Owners Association has architectural approval requirements, the Parcel Owners are required to obtain the approval of both the Association and the Property Owners Association.

3.4.7 While the ARB may make recommendations to the Board they have no authority to either approve or disapprove of modifications, Improvements, or changes to the Common Areas approved by a majority of the Board of Directors of the Association.

3.4.8 Additional guidelines are found in Article 10.1.10 of this Declaration and the sections which follow.

## ARTICLE IV

### PROPERTY RIGHTS

4.1 Title to Common Areas. Any future improvements of Indian Spring shall be in accordance with the Master Plan and shall at all times be bound by the covenants and restrictions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations, as all of the foregoing may be amended from time to time.

4.2 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Total Common Area which right shall be appurtenant to and shall pass with the title to every Parcel, subject to the following:

4.2.1 the right of the Association (in accordance with its Articles of Incorporation and By-Laws), to borrow money for the purpose of improving the Common Areas which it owns and in aid thereof to mortgage said properties;

4.2.2 the right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosures;

4.2.3 the right of the Association to dedicate or transfer title to all or any part of the Common Areas which it owns or to grant easements to any public agency, authority, or utility;

4.2.4 all provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association;

4.2.5 rules and regulations governing use and enjoyment of the Common Areas which it owns as may be adopted by the Association from time to time;

4.2.6 restrictions, easements and other matters contained on any and all plats of the lands constituting Indian Spring;

4.2.7 the exclusive right to use Exclusive Common Areas which may be held by Owners of particular Parcels;

4.2.8 obligations and restrictions imposed by governmental entity.

## **ARTICLE V**

### **Delegation of Master Responsibilities**

The functions, duties, responsibilities, and powers of the Association, as to a particular Parcel or Parcels, may be delegated by the Association in whole or in part to and assumed by a Property Owners Association owning the Common Areas or Exclusive Common Areas serving and benefiting such particular Parcel or Parcels at any time after such latter organizations are formed, provided only that the proper performance of such functions, duties, responsibilities and powers shall be a continuing condition and requirement for the efficacy of such delegation and assumption. The delegation of such responsibilities may be modified in whole or in part or revoked by the Board of Directors of the Association at its sole discretion.

## **ARTICLE VI**

### **Special Taxing District**

The Association covenants and agrees, and each Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree, in the event the Association shall cease to exist and its functions, duties, responsibilities, and powers have not been assumed by a municipality or by a Property Owners Association, to the creation of a Special Taxing District by Palm Beach County to cover the costs of the maintenance and operation of the streets, street lights, canals and such other costs as the County shall determine.

## **ARTICLE VII**

### **Covenants for Maintenance Assessments**

Section 7.1 Creation of the Lien and Personal Obligation for the Assessments. Every Owner, including any purchaser at a judicial sale, shall be deemed to covenant and agree as follows:

7.1.1 To pay to the Association: (1) the portion of annual assessments attributable to every Parcel owned by such Owner, (2) the portion of any special assessments for capital improvements, major repair, or other purposes, attributable to every Parcel owned by such Owner, and (3) any Exterior Maintenance Assessments attributable to every Parcel owned by such Owner. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided.

7.1.2 No Owner may avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Association Property or by the abandonment of the Parcel.

7.1.3 Fully developed subdivision lots or condominium units shall be subject to a lien for such assessments in the same manner as other Parcels. A subdivision lot shall be deemed to be fully developed when all Required Improvements (as set forth in the "Subdivision

and Platting Regulations of Palm Beach County, Florida") have been completed, or provided for by the posting of appropriate security with the County of Palm Beach, for the subdivision in which said lot is located and a condominium unit shall be deemed to be fully developed when a Certificate of Occupancy for the building in which said Unit is located has been issued by the appropriate governmental authority.

**Section 7.2 Purpose of Assessments.** The annual assessment, which may include funds for special improvement projects and for capital improvements, shall be determined on a yearly basis by the Board of Directors of the Association and shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Owners, for providing improvement and maintenance of the Common Areas, including but not limited to, the cost of taxes, insurance, security, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The Association is not responsible for maintenance of the Exclusive Common Areas.

**Section 7.3** An Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the Owner. Except as provided in Section 7.9 below, the Owner shall also be jointly and severally liable with the previous Owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous owner the amounts paid by the Owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided herein and in the Homeowners Association Act, as amended from time to time, for the collection of unpaid assessments.

**Section 7.4 Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Homeowners Association Act on assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Homeowners Association Act. The Association has a lien on each Parcel to secure the payment of assessments. The lien is effective from and shall relate back to the earliest date permitted by the Homeowners Association Act. All claims of lien must state the description of the Parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, which are due at the time a claim of lien is recorded, as well as all regular and special assessments or liens for charges which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorneys' fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel. The Association is**

entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of assessments as aforesaid, the Association may declare the assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 7.13 below.

Section 7.5 An Institutional First Mortgagee acquiring title to a Parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership. In addition, the Institutional First Mortgagee is liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the Institutional First Mortgagee's liability is limited to the maximum amount set forth in the Homeowners Association Act, as amended from time to time. If any unpaid share of Common Expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Owners, including such acquirer, and such acquirer's successors and assigns.

Section 7.6 Special Assessments. Special assessments for capital improvements, repairs or other purposes may be levied by the Board of Directors of the Association from time to time and shall be payable in such manner as may be determined by the Board of Directors.

Section 7.7 Exterior Maintenance Assessments. In addition to maintenance upon the Common Areas, the Association may provide exterior maintenance upon any Parcel or upon any structure on any Parcel which in the Association's opinion requires such maintenance because said Parcel or structure is being maintained in a substandard manner, as determined by the Board of Directors, for a community within Indian Spring. The Association shall notify the Owner of said Parcel in writing, and shall notify the Property Owners Association or Condominium Association, if any, formed in connection with the development of the tract of real estate in which said Parcel is located in writing, delivered to an officer thereof, specifying the nature of the condition to be corrected, and if the Owner has not corrected same within thirty (30) days after the date of said notice, the Association may, but is not obligated to, correct such condition. Said maintenance shall include but not be limited to painting, repairs, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Notwithstanding any provision to the contrary in this Declaration, when a Parcel is abandoned, after one attempt at notification of the Parcel owner via certified mail, the Association may, but is not obligated, to take steps to maintain any portion of the Parcel, including but not limited to the exterior and interior of the Parcel when the Property Owners Association, if one exists for that Parcel, has failed to take such action. Whenever the Association is permitted or required by this Declaration to enter the boundaries of any Parcel or the interior of any structure on any Parcel for the purpose of correction, repair, cleaning, clearing, moving, or any other required or permitted activity, such entrance shall not be deemed a trespass.

7.7.1 For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Parcel or exterior of any living unit or other structures or improvements located on Indian Spring at reasonable hours on any day except Saturday and Sunday, except in an emergency.

7.7.2 The cost of such exterior maintenance shall be assessed against the Parcel upon which such maintenance is performed but shall not be considered part of the annual maintenance assessment. Any such special assessment or charge shall be a lien for charges upon the Parcel and an obligation of the Owner and shall become due and payable in all respects together with interest and late fees at the highest amounts permitted by law, as amended from time to time, attorneys' fees and costs of collection as provided for other assessments of the Association. This lien shall be foreclosable in the same manner as all other liens for assessments and special assessments.

Section 7.8 Apportionment of Assessments. With the exception of the Exterior Maintenance Assessments against a particular Parcel, the annual assessments and the special assessments provided for herein shall be apportioned among all Parcels not exempt (pursuant to the provisions of Section 7.10) from such assessments by a formula whereby (a) each Parcel which is a condominium unit shall be apportioned eight (8) shares, (b) each Parcel which contains less than ten thousand square feet of land shall be apportioned nine (9) shares, and (c) each Parcel which contains ten thousand or more square feet of land shall be apportioned ten (10) shares. Notwithstanding the foregoing, the cost of maintenance of Exclusive Common Area which are for the exclusive use of the Owners of particular Parcels shall be assessed only against the Owners of such particular Parcels and such assessment shall be a lien only upon such particular Parcels.

Section 7.9 General Provisions. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Parcel for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

7.9.1 The due date of any special assessment or Exterior Maintenance Assessment thereof shall be fixed in the resolution authorizing such assessment.

7.9.2 The Association shall upon demand, and for such charge as it may determine from time to time, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth the status of assessments against the Parcel owned by such Owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7.10 Exempt Property. The following property subject to this Declaration shall be exempted from all assessments and liens created herein: (a) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in this Declaration; (c) all properties exempted from ad valorem taxation by the laws of State of Florida, to the extent agreed to by the Association. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges, or liens.

7.10.1 The following property subject to this Declaration shall be exempt from the annual assessments and special assessments, and from the liens created therefor, but shall not be exempt from any Exterior Maintenance Assessment or lien therefor: (a) any Parcel improved for non-residential use including, but not limited to, any parcel improved as a golf

course or other recreational facility; (b) any land or improvements thereto constituting the Common Elements (as such term is defined in Chapter 718, Florida Statutes, as amended from time to time) which are appurtenant to condominium units which, as Parcels, are subject to a lien for assessments.

Section 7.11 Delegation to a Property Owners Association or to a Condominium Association. Subject to and pursuant to other restrictions which may be imposed by this Declaration or applicable law, the powers, rights and duties set forth in this Article VII may, with respect to certain Parcels, be delegated to and assumed by the Property Owners Association or the Condominium Association which owns or operates the Common Areas or Common Elements serving and benefitting such certain Parcels.

Section 7.12 The Association is hereby granted a lien against any rents derived from the Parcel which shall have the same priority as the Association's lien for unpaid assessments against the Parcel as further outlined in Section 7.15 of this Declaration. Except to the extent limited by the Homeowners Association Act, the lien on any rentals derived from the Parcel shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the Owner is delinquent in the payment of any assessment or other monetary obligation due and payable to the Association by the Owner under this Declaration.

Section 7.13 If an Owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment upon notice to the Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.

Section 7.14 Any funds due and payable by the Association to an Owner under this Declaration of Maintenance Covenants, the Articles of Incorporation or the By-Laws, or under the Homeowners Association Act, shall be subject to a right of set-off for any amounts due and owing to the Association by the Owner under this Declaration, the Articles of Incorporation, the By-Laws, or the Homeowners Association Act.

Section 7.15 Collection of Assessments from Rents Paid by Tenants. Notwithstanding any other provision in this Declaration to the contrary, the Association has the authority to collect tenant rents being paid to Owners of Parcels who are delinquent in their payment of Association assessments or any other monetary obligation. However, it is recognized that the Property Owners Association or Condominium Association where an Owner who is delinquent in the payment of any monetary obligation resides may also have a provision in its documents to collect tenant rents paid to Owners who are delinquent in their payments of assessments. Accordingly, if the Property Owners Association's or Condominium Association's documents permit it to collect rents from tenants of delinquent Owners, then any rents collected by the Association under this provision first shall be shared equally with the Property Owners Association or Condominium Association, provided, however, the Property Owners Association's or Condominium Association's documents have a reciprocal provision allowing for equal sharing of any such rents collected by it with the Association. If no such reciprocal provision exists, the rents shall first be applied to the delinquent assessments owed to the Association. Any monies remaining first shall be paid over to the Property Owners Association or Condominium Association to the extent the Parcel Owner still owes money to it, and then, if any monies are still remaining, to the Owner. The Association Board of Directors shall have the power to implement this section by establishing rules and regulations, if necessary, to carry out the intent of this provision.

## ARTICLE VIII

### General Provisions

Section 8.1 Duration. The covenants and conditions of this Declaration shall run with and bind the land herein defined as Indian Spring and inure to the benefit the Association, the Owners, Mortgagees and their respective legal representatives, heirs, successors and assigns for an original term expiring on March 29, 2051 after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of the original term or any such ten (10) year extension thereof there is recorded amongst the Public Records of Palm Beach County, Florida, an instrument (the "Termination Instrument") signed by at least two-thirds (2/3) of all the Owners and at least two-thirds (2/3) of all Mortgagees holding mortgages encumbering Parcels (on the basis of one vote for each mortgage) agreeing to terminate this Declaration, upon which event, this Declaration shall be terminated upon the expiration of the original term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

Section 8.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as a Member or Owner on the records of the Association at the time of such mailing. If the Parcel owned by a Member or Owner to whom notice is required to be sent is in a tract of real estate under the jurisdiction of a Property Owners Association or Condominium Association, then a copy of said notice shall be sent to such Property Owners Association or Condominium Association.

Section 8.3 Enforcement. Enforcement of these covenants and restrictions shall be 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 violation or to recover damages, and against the land to enforce any lien created by these covenants; failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver by any party of the right to do so thereafter. The non-prevailing party in any enforcement action shall pay reasonable attorneys' fees and costs at all trial, appellate and bankruptcy levels to the prevailing party.

Section 8.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 8.5 Subdivision Use Restrictions. Subdivision use restrictions may be filed in connection with any plat of all or any part of Indian Spring provided same do not conflict with the provisions hereof.

Section 8.6 Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

## ARTICLE IX

### CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

In order to insure the community of congenial residents and thus protect the value of the Parcel, the sale, leasing, rental, and transfer of Parcels by any Owner shall be subject to the following provisions:

**Section 9.1 Transfers Subject To Approval.** If there exists a Sub-Association or a POA, such Sub-Association or POA shall be responsible for screening and approving prospective sales and leases in accordance with their governing documents and in accordance with applicable law. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

9.1.1 All sales of Parcels except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Parcel or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes.

9.1.2 All leases of Parcels.

9.1.3 All transfers by gift.

9.1.4 All transfers by devise or inheritance to persons other than to immediate family members as defined in Article 9.1.8.

9.1.5 Any other transfer of title to or possession of a Parcel.

9.1.6 All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the greater of the maximum amount permitted by law, as the applicable law may be amended from time to time, or, if there is no applicable law, is subject to a transfer fee not to exceed One Hundred Dollars (\$100.00) per applicant with husband/wife and parent/dependent child counting as one applicant.

9.1.7 Approval of any transfer by lease may be conditioned upon the posting of a security deposit not to exceed one month's rent.

9.1.8 The foregoing requirements shall not apply to transfers by gift, devise or inheritance to members of the transferor's immediate family, defined as the transferor's spouse, parents, grandparents, children or grandchildren.

**Section 9.2 Notice to Association.** Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the contract for sale in the case of a sale, a copy of the proposed lease in the case of a lease, a copy of a proposed personal representative's deed and letters of administration in the event of a transfer by devise, and a copy of any other documentation pertaining to a proposed transfer subject to approval hereunder which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed transferee(s) and any other intended occupants of the Parcel, and such other and further information about the transfer or the intended transferees or occupants as the Association may

reasonably require. As this is a Housing for Older Persons Community, proof of age shall also be required of all prospective occupants in the manner outlined for obtaining such information found in applicable Federal and State laws, as either is amended from time to time. The Association has the authority but not the obligation to conduct background investigations on prospective purchasers, tenants and Parcel Occupants, pursuant to the requirements of the Fair Credit Reporting Act, as amended from time to time, including but not limited to financial and criminal background investigations.

Section 9.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 9.2 above, the Association must either approve or disapprove the transfer. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

9.3.1 Approval. In the event the Association approves the transfer, in the case of a lease, the Association shall notify the transferor and transferee of its approval in writing. In the case of all other transfers, the Association shall deliver to the transferor or the transferor's designee an executed certificate of approval, approving the transfer, executed by an authorized representative of the Association.

9.3.2 Disapproval. In the event the Board of Directors disapproves a proposed sale or transfer by gift, devise or inheritance, unless good cause exists, as defined below, the Association must, within thirty (30) days of receipt of the last of the information provided pursuant to Section 9.2 hereof, provide the Owner with an executed contract from the Association or another person or persons acceptable to the Association, which contract must provide for the purchase of the Parcel on the same terms as were set forth in the original proposed contract for sale, which contract must provide for a closing date within thirty (30) days from the date it is delivered to the owner by the Association or, if the conveyance or transfer was a gift, devise or other transfer without consideration, the purchase price shall be determined by an appraiser selected by and at the expense of the substitute purchaser. If the Parcel Owner does not agree with the appraisal, the owner may select and pay for another appraisal and the purchase price shall be the average of the two appraisals. If the Association does not respond to the application within thirty (30) days, as set forth above, or the substitute purchaser provided by the Association does not close within thirty (30) days, as set forth above, the original transaction shall be deemed approved and the Parcel Owner may proceed to closing and shall be entitled to a Certificate of Approval as described in Section 9.3.1 above.

9.3.3 If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer, the Association shall not be obligated to purchase or provide a substitute purchaser for the Parcel. Good cause shall be defined to include the following:

9.3.3.1 The applicant fails to qualify for membership in the Association, including, but not limited to, those applicants who fail to qualify for membership because of the restrictions on use, occupancy or ownership set forth in this Declaration including but not limited to the restrictions imposed by Article II of this Declaration; or

9.3.3.2 The person seeking approval (which shall include all proposed occupants) has been convicted of a felony within the last ten (10) years or a felony at any time which involved violence to persons or property; or

9.3.3.3 The Owner allows a prospective owner to take possession of the Parcel prior to approval by the Association as provided for herein; or

9.3.3.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this Community as a lessee, guest, owner or occupant of a Parcel; or

9.3.3.5 The person seeking approval failed to provide the information, fees or appearance required pursuant hereto.

9.3.4 Lease. In the event the Board of Directors disapproves a lease, the lease shall not be made and the proposed lessee shall not take occupancy of the Unit. No lease will be approved unless and until all financial obligations to the Association are brought current or are satisfied, as the case may be.

9.3.5 A Sub-Association or POA may only permit a sale, lease or transfer of a Parcel if such sale, lease, or transfer is subsequently approved by the Association.

9.3.6 The approval or disapproval of a prospective owner, tenant, or occupant of a Parcel shall not be construed as an acknowledgment or representation on the part of Association or its officers, directors or agents as to the legality of the lease or sales agreement or any portion thereof.

## ARTICLE X

### RESIDENTIAL RESTRICTIONS

Section 10.1. Indian Spring, subject to these Restrictions, may be used for residential and recreational facilities and for no other purposes.

10.1.1 Nothing herein contained shall restrict the building and maintaining of a country club, including one or more golf courses, tennis courts, swimming pool, fitness center, and facilities associated therewith such as pro shops, locker rooms, dining facilities, lounge and meeting rooms.

10.1.2 Temporary Buildings. No tents, trailers, vans, shacks, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Parcel. However, the foregoing shall not restrict or prevent the use of temporary facilities by the Association for official business or functions as may be necessary from time to time.

10.1.3 Trash and Garbage. No lumber, metals, bulk materials, refuse, trash or dumpsters shall be kept, stored, or allowed to accumulate on any Parcel, except building materials during the course of construction of any structure approved in accordance with guidelines created by the Board of Directors or the Architectural Review Board.

10.1.4 Burial of Pipe and Tanks. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on any Parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

10.1.5 Nuisances. No illegal acts may be committed on the Property nor may anything be done which is or threatens to become a source of unreasonable annoyance or nuisance to residents of the Parcels. Any question with regard to the interpretation of this Section 10.1.5 shall be decided by the Association's Board of Directors, whose decision shall be final.

10.1.6 Solicitations / Garage Sales. No one may actively engage in any solicitations, including but not limited to the posting of signs throughout the community and door-to-door solicitation for commercial purposes or any other purpose within Indian Spring. This prohibition on solicitation extends to the Parcels operated by the various Sub-Associations and Property Owners Associations. No solicitors of any kind shall be allowed entry into Indian Spring without the prior written consent of Association's Board of Directors. No garage sales are permitted without the express written authorization of the Association's Board of Directors, which may be withheld at its sole discretion. This paragraph 10.1.6 does not apply to the Association.

10.1.7 No weeds, underbrush, landscaping debris, or other unsightly growths shall be permitted to grow or remain upon any Parcel and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event an Owner shall fail or refuse to keep his Parcel free of weeds, underbrush, sight obstruction, or refuse piles or other unsightly growths or objects, then the Association may, but is not obligated to, enter upon said premises and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass, except however that the Owner shall be given 30 days prior written notice of such action. The cost of such work shall become a Lien for Charges against the Parcel and Parcel Owner which may be foreclosed in the same manner as all other assessments, and special assessments as provided elsewhere in this Declaration.

#### 10.1.8 Parking and Vehicle Restrictions

(A) No commercial vehicle of any kind, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes shall be parked, kept or stored in the Community, whether on a driveway or street, except for construction or service vehicles temporarily present on business. Bumper stickers on bumpers, car manufacturer names and brands, logos or symbols affixed by the manufacturer, and parking decals for communities are excluded from this prohibition as are government vehicles with marking such as police cruisers. While engaged in making deliveries or service calls, or if being utilized by Association employees, trucks and other commercial vehicles may be parked in designated areas, but not overnight.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, mobile home, motor home, bus, truck, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Properties unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport shall not be deemed a structure. House trailers, semitrailers, campers, buses, motor homes,

mobile homes, truck campers, van, other than passenger vans (passenger vans must have windows on all body panels) and the like are permitted to be parked in the Properties for loading and unloading purposes only.

(C) Motor vehicles shall not be parked anywhere other than on paved or other areas designated for that purpose, or in garages or carports. Parking on lawns or landscaped areas is prohibited. Overnight parking on the street by any vehicles, including but not limited to automobiles, trucks or cargo vans is also prohibited. Trucks and cargo vans (vans without windows on all body panels) must be kept unless such vehicles are kept within a fully enclosed garage. The Board of Directors may from time to time, permit overnight parking in other areas other than as designated above, under special circumstances, including but not limited to when a driveway is being resealed or repainted.

(D) Motor vehicles shall not be used as a domicile or residence, either permanent or temporary.

(E) The Board may adopt supplemental Rules and Regulations from time to time regarding parking which do not conflict with the foregoing provisions of this Article 7.17 and to interpret and enforce these provisions, including rules defining the terms used herein.

(F) No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired on any Parcel in such a manner as to be visible from any point on any adjacent Parcel or the street. No unregistered or inoperable motor vehicle shall be moved onto or kept on any Parcel and no motor vehicle or trailer of any kind may be disassembled, serviced or repaired, or kept under cover on any Parcel in such a manner as to be visible from any point on an adjacent Parcel or the street.

(G) All vehicles must be parked with the front of the vehicle facing the parking stop. Backing vehicles into a parking space is prohibited.

10.1.9 Towing. All vehicles parked on the property contrary to the provisions contained herein or the parking rules and regulations as may be promulgated by the Board of Directors from time to time, shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended and renumbered from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

10.1.10 Walls or Fences. No wall, fence, hedge, or similar structure shall be placed, constructed, erected or permitted on any Parcel except with the express written permission of the Association.

10.1.11 Clothes Drying Area. Except as permitted by applicable law, no portion of any Parcel shall be used as a drying or hanging area for laundry of any kind unless such location is approved by the Architectural Committee in accordance with applicable law.

10.1.12 Shutters, Aerials and Mailboxes. Except as permitted by applicable law, no exterior radio, television or other antenna or aerial may be erected or maintained in Indian Spring except that a master antenna system or systems may be constructed and maintained by the Association, and except that a citizens band antenna, extending to a height of not more than forty-eight inches (48") above the highest point of the roof, may be erected and maintained on a building located on a single family lot. The use of hurricane or storm shutters shall be regulated by the various Sub-Associations or Property Owners Associations in accordance with applicable law. No mailboxes shall be installed unless the mounting and type is approved by the Architectural Committee and the Sub-Association or Property Owners Association.

10.1.13 Plan Approval. No building or structure, wall, swimming pool, terrace or barbecue pit, or other structure or addition thereto shall be placed upon the aforesaid land or any part thereof, nor shall construction thereof commence unless and until the plans and specifications therefore, which shall be in accordance with all applicable governmental building codes, and the plot plan have been submitted to and approved in writing by the Architectural Committee. Each such building, swimming pool or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plans so approved.

10.1.14 Approval upon review of the above items will constitute a preliminary approval. Upon completion of construction documents, the Owner shall submit a landscape plan with the completed documents to the Architectural Committee. No stone, gravel or paving of any type shall be used as a lawn unless approved as a part of the landscaping plan. The final construction documents and the landscape plans constitute the documents for final review and approval.

10.1.15 Refusal of approval of plans and specifications by the Architectural Committee may be based upon any ground, including purely aesthetic grounds, which, in the sole and absolute discretion of the Architectural Committee shall seem sufficient. No alteration, except for normal and usual maintenance, in the exterior appearance of the building or structures shall be made without approval of the Architectural Committee. No previously approved building or structure shall be used for any purpose other than that for which it was originally designated. No building or other structure shall be allowed to remain on a Parcel which violates any of the covenants or restrictions herein contained.

10.1.16 Plat Approval. All plats affecting property in Indian Spring shall be submitted to and approved by the Architectural Review Board prior to submission to governmental authorities.

10.1.17 Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

10.1.18 Underground Wires. All lines or wires, for communication or for the transmission of electrical current or signals, which are not located in buildings, shall be constructed or placed and maintained underground.

10.1.19 Animals. Only dogs, cats, fish and birds in cages may be kept on or within the dwelling units on any Parcel. No other type of pet or animal including but not limited to horses (full sized or miniature), cattle, wildlife, swine, goats, rodents, arachnids, snakes, poultry, fowl shall be kept on any Parcel or on the Common Areas. Under no circumstances shall any commercial or business enterprise involving the use of animals be conducted on the property. The Association may, from time to time, publish and impose reasonable regulations regarding

pets, including but not limited to setting forth the type and number of animals that may be kept on any Parcel. Each Property Owners Association and Condominium Association may promulgate regulations which are stricter than the provisions of this paragraph.

10.1.20 Signs. Except as permitted by applicable laws, as amended from time to time no signs, billboards or advertisements of any kind, including without limitation those of Realtors, candidates for election to public office, contractors or subcontractors, shall be erected anywhere within the Community without the written consent of the Board of Directors or the Architectural Review Board, except signs used or erected by the Association, entry and directional signs installed by the Association, and signs required by law. This prohibition applies equally to signs displayed from within Units or from within or on motor vehicles, including but not limited to magnetic signs. Permission shall not be granted to erect a sign on any Parcel or residential dwelling, unless the sign is necessary to comply with the law or to avert serious hardship to the Owner of such Parcel or residential dwelling. If permission is granted to any person to erect a sign within the Community, the Board reserves the right to restrict size, color, lettering, placement, and duration of posting. The Board of Directors shall have the right to erect signs as it, in its discretion, deems appropriate. If any sign is erected in violation of this Section, the Association shall have the right to enter the Parcel on which the sign is located, without notice, and remove it. This entry onto the Parcel to remove a sign shall not be deemed a trespass and the taking of a sign in violation of this restriction shall not be considered a theft of the sign.

10.1.21 Business. Under no circumstances may any Parcel be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

10.1.22 Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris. None of these areas shall be of a color other than that approved by the Architectural Committee of the Board of Directors.

10.1.23 Setback. Minimum setbacks shall be those required by Palm Beach County.

10.1.24 Maintenance of Landscaped Areas. All landscaped areas shall be maintained in a live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with comparable healthy plant materials by the Parcel Owner or the Property Owners Association at their sole cost and expense.

Section 10.2 Restrictions and Covenants Running With the Land. The agreements, covenants and conditions set forth in these Restrictions shall constitute an easement and servitude in and upon said land and every part thereof and they shall run with the land and shall inure to the benefit of and be enforceable by the Association, and any Owner. Failure to enforce any of the restrictions, covenants and conditions hereof, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid as to any breach or violation thereof occurring prior or subsequent thereto. Failure to enforce same shall not give rise to any liability on the part of the Association with respect to parties aggrieved by such failure.

Section 10.3 Compliance and Default. Each Parcel Owner and every occupant, lessee, guest, agent, employee or contractor of a Parcel Owner and the Association shall be governed by

and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Parcel Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by Chapter 720, Florida Statutes, as the same may be amended from time to time:

10.3.1 **Damage to Property.** A Parcel Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Area, the Parcel or the Parcel Owner's personal property, or to the personal property of the Association or other Parcel Owners, made necessary by his or her violation of any portion of this Declaration or by his or her negligence or intentional misconduct or by that of any tenant or the Parcel owner or tenant's family members or his or her guests, agents, employees or contractors. Any such expense advanced by the Association, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel enforceable in the same manner as an assessment under this Declaration and the Homeowners Association Act.

10.3.2 **Compliance.** In the event a Parcel Owner or occupant fails to comply with such Parcel Owner's obligations under any provision of this Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and levy a special charge against the Parcel Owner and the Parcel for the sums necessary to do whatever work is required to put the Parcel Owner or Parcel in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a Lien for Charges against the Parcel, enforceable in the same manner as assessments levied under this Declaration.

10.3.3 **Fines.** In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a fine against the Parcel Owner and the Parcel. The amount of any singular fine shall be determined by the Board of Directors of the Association but in any event shall not exceed any maximum amount permitted by the Chapter 720, Florida Statutes, as the same may be amended from time to time. The Association is hereby empowered to impose a lien for unpaid fines, subject to the limitations set forth in Chapter 720, Florida Statutes, as the same may be amended from time to time. Furthermore, there shall be no limitation upon the amount of a total fine which may accumulate when a violation is continuing in nature and a fine is levied for each day of the continuing violation.

10.3.4 **Suspension of Use Rights.** In the event a Parcel Owner or anyone for whom a Parcel Owner is responsible fails to comply with a provision of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Property in the manner required, the Association shall have the right to impose a suspension of the rights of the Parcel Owner or the Parcel Owner's family members, guests, lessees, invitees, or any other person occupying the Parcel from using any portion of the Common Area, except to the extent prohibited by Chapter 720, Florida Statutes, as the same may be amended from time to time.

10.3.5 **Suspension of Voting Rights.** The Association may suspend the voting rights of the Parcel Owners for non-payment of monetary obligations to the Association to the

extent and in the manner provided in Chapter 720, Florida Statutes, as the same may be amended from time to time.

10.3.6 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Parcel Owner or the Association to comply with the requirements of Chapter 720, Florida Statutes, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

10.3.7 No Waiver of Rights. The failure of the Association or any Parcel Owner to enforce any covenant, restriction or other provision of Chapter 720, Florida Statutes, this Declaration, the By-Laws, the Articles of Incorporation of the Association, or the rules and regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

10.3.8 Election of Remedies. All rights, remedies and privileges granted to the Association or a Parcel Owner pursuant to any terms, provisions, covenants or conditions of the governing documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the governing documents.

## **XI GENERAL PROVISIONS**

11.1 Compliance with Applicable Laws. In addition to these restrictions and covenants, the Members shall abide by the laws, ordinances, Rules and Regulations of the State of Florida and Palm Beach County.

11.2 Conflicts. In the event of a conflict between any term or provision in the Association documents, unless otherwise provided by applicable law, as amended from time to time, superiority, control and priority of the terms and provisions shall be established in the following order: (1) Declaration, (2) Articles of Incorporation, (3) the Bylaws, and (4) Architectural Guidelines, and (5) Rules and Regulations.

## **XII AMENDMENTS**

### **12.1 Amendments to this Declaration**

12.1.1 An amendment or amendments to this Declaration of Covenants, Conditions and Restrictions may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors. The amendment or amendments proposed by the Board must be approved by an affirmative vote of not less than two-thirds (2/3rds) of the votes cast by the Members present, in person or by proxy, in order for such amendment or amendments to become effective. In lieu of a members' meeting, this Declaration may be amended by written consent in lieu of a meeting, as such requirements are provided in Chapter 617, Florida Statutes, as amended or renumbered from time to time, as long as at least the number of eligible voting interests which would constitute a quorum at a members' meeting participates in the written consent vote.

12.1.2 The preceding sentence notwithstanding, these RESTRICTIONS may NOT be amended to provide for mandatory membership in the Indian Spring Country Club, Inc. (either for current or future residents of Indian Spring) except only, if permitted by law, by (a) an affirmative vote of the majority of the Board of Directors of the association and (b) an affirmative vote of at least sixty-five (65) percent, or such greater percentage as may be required by law, of all Indian Spring residence owners authorized to cast the vote for the unit, and (c) if required by law, an affirmative vote of all record owners of liens on the affected parcels. For the purpose of voting on this particular amendment only, each residence owner authorized to cast the vote for the unit shall be entitled individually to cast one vote only by written ballot, cast in person or by mail, for each parcel owned by him or her. Such voting shall take place at a duly called Special meeting for the purpose of effecting such amendment. Neither this sentence nor the preceding three sentences may be altered, amended, or revoked except only an affirmative vote of a majority of the Board of Directors and an affirmative vote of at least sixty-five (65) percent of all Indian Spring residence owners authorized to cast the vote of the unit.

12.1.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

12.1.4 The Board of Directors shall be able to amend this Declaration to correct any scrivener's errors without the requirement of further approval of the membership, by filing the revised text in the Public Records of Palm Beach County, Florida.

### XIII MISCELLANEOUS

13.1 Assignment. Any or all of the rights, powers and obligations, easements and estates reserved or given to the Association may be assigned by the Association and any such assignee shall agree to assume the rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by the appropriate instrument in writing, in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Association. After such assignment, the Association shall be relieved and released of all responsibility hereunder.

13.2 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

13.3 Effective Date. This Amended and Restated Declaration of Maintenance Covenants and Amended and Restated Restrictions shall become effective upon its recordation in the public records of Palm Beach County, Florida.