

**MERGED  
AMENDED AND RESTATED**

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**THE TOWNEHOMES OF DEER CREEK  
(through March 2023)**

**NOTE:** This document is a substantial rewording of the Declaration of Covenants and Restrictions for The Townehomes of Deer Creek, executed by Developer on December 15, 1984, recorded on January 3, 1985, at Official Records Book 12240, Page 686, of the Public Records of Broward County, as amended to this date (hereinafter the “Original Declaration”), except that all Exhibits to the Original Declaration 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.

**1. INTRODUCTION AND SUBMISSION.**

1.1 Name. The name by which this Property is to be identified is THE TOWNEHOMES OF DEER CREEK (hereinafter called the “Community” or the “Property”).

1.2 Submission Statement. The Developer submitted the Property and all improvements thereon to this Declaration and declares that the Property and all improvements thereon shall be held, sold, conveyed, encumbered, hypothecated, leased used, occupied and operated subject to the terms and conditions of this Declaration, which shall be a covenant running with title to all portions of the Property. The Declaration of Covenants and Restrictions of the Townehomes of Deer Creek shall be subject to and governed by Chapter 720 of the Florida Statutes which governs homeowners’ associations as same shall be amended or renumbered from time to time.

1.3 The Land. The real property comprising THE TOWNEHOMES OF DEER CREEK, located in Broward County, Florida, is more particularly described in Exhibit “A” to the Original Declaration. The foregoing shall hereinafter be referred to as the “Property”.

**2. DEFINITIONS.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective

meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means Chapter 720, Florida Statutes, as it may be amended from time to time, and all references herein to the Act shall mean and refer to the Act as amended from time to time, whether or not so stated.
- 2.2 "Articles" or "Articles of Incorporation" mean the Amended and Restated Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Owners.
- 2.4 "Association" means THE TOWNEHOMES OF DEER CREEK HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Community.
- 2.5 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.
- 2.6 "Building" shall mean a group of several Units connected by party walls.
- 2.7 "By-Laws" mean the Amended and Restated By-Laws of the Association, as amended from time to time.
- 2.8 "Common Property" means and includes the portions of the Property which are not included in the Dwelling Units, as defined herein.
- 2.9 "Common Expenses" means: (1) expenses of administration and management of the Community; (2) expenses of maintenance, operation, protection, repair or replacement of Common Property including lawn care and maintenance and watering of the landscaped areas of the Property, as well as those portions of the Dwelling Units for which the Association is responsible including painting of the exterior walls of the Dwelling Units, maintenance of easements for ingress and egress and easements for drainage; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Association or against the Common Property; (5) the costs of carrying out the powers and duties of the Association; (6) all expenses properly incurred by the Association in the performance of its duties; and the cost of communications services as defined in Chapter 202, Florida Statutes, information services, or internet service obtained pursuant to a bulk contract shall also be a Common Expense, but shall not include any other separate obligations of individual Owners.

- 2.10 "County" means the County of Broward, State of Florida.
- 2.11 "Declaration" means this instrument, as amended from time to time.
- 2.12 "Developer" means the entity identified in the Original Declaration as the Declarant.
- 2.13 " Dwelling Unit or Unit" means an individual residential Townhouse unit and all real property owned with such unit.
- 2.14 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Property.
- 2.15 "Individual Assessment" means a charge against one or more Owners and their Dwelling Units, directly attributable to the failure of such Owner(s) to duly perform the Owner(s) obligations hereunder, and the Association's enforcement of this Declaration against such Owner(s).
- 2.16 "Master Association" shall mean and refer to the Deer Creek Improvement Association, Inc., a Florida corporation not-for-profit, its successors and assigns, created pursuant to that certain Declaration of Covenants and Restrictions of Deer Creek dated August 11, 1978 and recorded in Official Records Book 7830, at Page 307 of the Public Records of Broward County, Florida, as same has been amended or renamed over time (the "Master Declaration").
- 2.17 "Member" means an Owner of a Dwelling Unit and a Member of the Association.
- 2.18 "Mortgagee" means any lending institution having a mortgage lien upon a Parcel, including any of the following institutions, entities or persons: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Parcel; or (iii) any "Secondary Mortgage Market Institution" including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon

Parcels; or (iv) a private lender; or (v) a purchase money mortgage held by the seller.

- 2.19 "Owner" means the record owner of a Dwelling Unit.
- 2.20 "Plat" means the Plat of "The Lakes of Deer Creek", located at Plat Book 108 at Page 22 of the Public Records of Broward County, Florida.
- 2.21 "Special Assessment" means a charge against all Owners and their Dwelling Units, representing their proportionate share of the cost incurred by the Association for (i) reconstruction of any portion or portions of Improvements located on the Common Properties pursuant to the provisions of this Declaration, or (ii) for installation or construction of any capital Improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay Common Expenses which have not been collected through Assessments levied pursuant to an annual budget.

### **3. DESCRIPTION OF COMMUNITY.**

- 3.1 General Description. The Community is a Planned Unit Development, which imposes architectural control and other use restrictions on the privately owned Dwelling Units, both as set forth in this Declaration and in the guidelines adopted and amended from time to time by the Board of Directors. The Community includes one hundred fifty-six (156) Dwelling Units, which are identified in the Plat, and the Common Property includes the land and all other parts of the Community not included within the Dwelling Units.
- 3.2 Common Property. Every Owner shall have a non-exclusive common right and easement of ingress and egress to and from his or her Dwelling Unit and for the use of Common Property for the purposes intended, subject to the terms and conditions of this Declaration, the Rules and Regulations, and the Act. The Common Property shall be owned by the Association, subject to the terms and conditions of this Declaration, the Rules and Regulations, and the Act.
- 3.3 Access. The Association reserves unto itself and all Owners and their lessees and invitees perpetual non-exclusive easements of ingress and egress over and across any private streets and access ways constructed from time to time in the Community, subject to the terms and conditions of this Declaration, the Rules and Regulations, and the Act.
- 3.4 Utilities. The Property shall be subject to such easements as may be determined in the sole discretion of the Association for utilities including, but

not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Community as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof. Such easements shall survive any termination of this Declaration.

- 3.5 Ingress and Egress. Police, fire and emergency services provided by a governmental entity shall have the perpetual right of ingress and egress. Contractors and service providers authorized by the Association shall have the right of ingress and egress for so long as authorized by the Association. Contractors and service providers authorized by Dwelling Unit Owners shall have the right of ingress and egress, subject to such rules and regulations as the Board may adopt and amend from time to time and, if a contractor or service provider is undertaking any activity requiring Association approval, no access will be provided until such approval is obtained.
- 3.6 Maintenance Easement. The Association shall have an easement to enter a Lot for the sole purposes of maintenance, repair and replacement of the Common Property, any portion of the Lots for which the Association is responsible hereunder, including the mowing of lawns, or to perform maintenance, repair or replacement which the Dwelling Unit Owner is required to perform hereunder but has failed to perform or in the event of an emergency. Such access to a Lot shall be with notice to the Owner or other occupant, if practicable, and only during reasonable hours, except that access may be had at any time in case of emergency. The Association may, in its sole discretion, grant a Dwelling Unit Owner the right to use this maintenance easement if same is necessary for the owner to perform maintenance, repair or replacement functions on his or her Lot. The foregoing notice requirements for access shall apply.
- 3.7 Party Walls. Each wall or part thereof which is built as a part of the original construction of any Dwelling Unit in the Community and placed on the dividing line between the respective Units shall constitute a party wall. Each Owner shall own that portion of the wall which stands on his portion of the Dwelling Unit with a cross-easement of support in the other portion of the wall and the Dwelling Unit and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts of omissions shall apply thereto.

#### **4. SHARE OF COMMON EXPENSES AND VOTING RIGHTS.**

- 4.1 Percentage Ownership and Shares. Each Dwelling Unit Owner shall be responsible for that portion of the Common Expenses computed by multiplying all of the Common Expenses by a fraction, the numerator of which shall be the square footage of the Dwelling Unit Owner's Unit and the denominator shall be the total square footage of all units which are subject to this Declaration as it may be, from time to time, amended.
  - 4.2 Common Surplus. Any Common Surplus shall be owned by each of the Dwelling Unit Owners in the same proportion as their percentage liability for Common Expenses.
  - 4.3 Voting. A Dwelling Unit Owner shall collectively be entitled to one (1) vote in the Association.
  - 4.4 Membership in Association. Each Dwelling Unit shall have, as an appurtenance thereto, a membership in the Association.
5. **AMENDMENTS.** Except as elsewhere provided herein, amendments to this Declaration may be effected as follows:
- 5.1 Notice. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.
  - 5.2 A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty percent (60%) of the votes of the Members present and participating, in person or by proxy, at a meeting at which a quorum is established or by written agreement provided that a quorum participates, provided, however, that all amendments must be approved by at least a majority of the total votes of the entire membership of the Association.
  - 5.3 Proviso. Provided, however, that no amendment may change the configuration or size of any Dwelling Unit in any material fashion, alter or modify the appurtenances to the Dwelling Unit, or change the proportion or percentage by which the Owner of the Dwelling Unit shares the Common Expenses unless the record Owner of the Dwelling Unit and all record owners of liens on it join in the execution of the amendment.
6. **MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS, PARTY WALLS AND COMMON PROPERTY.**

6.1 Owner Obligations and Association Obligations. All maintenance, repairs and replacements of, in or to any portion of the Dwelling Unit, as defined in Sections 2.13 hereof, as well as maintenance, repairs and replacements to driveways and lamp posts, shall be performed by the Owner of such Dwelling Unit at the Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each Owner shall be responsible for the repair, maintenance, painting (if applicable) and/or replacement of that portion of the roof over his Dwelling Unit extending from the middle of the party wall so as to keep said roof in good order, condition and repair at all times. Any replacements or improvements, including painting, of all or apportion of any roof shall be made pursuant to ARB control and approval guidelines. Notwithstanding the foregoing, the Association shall be responsible for the cleaning of all roofs as a common expense.

All maintenance, repair or replacement for which the Owners are responsible shall be performed by contractors with appropriate licensure and insurance. The Board of Directors may set standards for appropriate levels of insurance and may require proof of licensure, insurance and the procurement of any required permits before permitting a contractor into the Community, and may also adopt such other rules as the Board deems necessary and proper to regulate contractors or any other person performing work anywhere within the Community. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors or the ARB hereunder until such approval has been granted in the manner required herein.

In the event any Owner fails to maintain his or her Dwelling Unit as set forth herein, the Association shall have the right, but not the duty, to enter in or upon such Dwelling Unit and perform any maintenance or act which should have been performed by the Owner and any expense incurred by the Association in connection with such performance, including attorney's fees and costs to demand the Owner's compliance, shall be assessed against the Owner and collected in the same manner as provided elsewhere herein for the collection of delinquent assessments.

The Association shall be responsible for all landscaping in and on the Common Property and within the boundaries of any Dwelling Unit. This landscaping responsibility includes mowing, trimming, pruning, edging, fertilizing and spraying of lawns, trees and shrubs. The Board, in its sole discretion shall determine the need for replacement

and/or improvement of landscaping, lawns, shrubbery and trees. The Association will also be responsible for the painting of all exterior walls and all other exterior painted areas (including but not limited to, doors, door trim, fascia, soffit and eaves) of a Dwelling Unit within the Subdivision with the exception of the painting of the roof which shall be an Owner responsibility. Painting for which the Association is responsible shall be undertaken when, in the sole discretion of the Board of Directors, it becomes necessary for the preservation of the aesthetic value of the entire Subdivision or any part thereof. The association shall maintain and repair all right-of-ways (e.g. roadways, sidewalks) throughout the Subdivision which are either owned or controlled by the Association and which are not maintained by any governmental agency.

The Association is responsible for the maintenance, repair and replacement of the irrigation system on both the Common Property and within the boundaries of the Dwelling Units, as originally installed or as modified by the Association, and the Association shall have exclusive control over the operation of the irrigation system, including, but not limited to, the operation and setting of the controls and timers.

The Association is expressly not responsible for any incidental damage which may be caused, directly or indirectly, as a result of carrying out its maintenance, repair and reconstruction obligations.

6.2 Common Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, the Association shall be responsible, as a Common Expense, for all maintenance, repairs and replacements in or to the Common Property.

6.3 Party Walls. Each Owner specifically agrees that there shall be no decrease in thickness of the party wall from that constructed by the Developer or other material alteration of the party wall without the prior written consent of both Owners of such party wall and without the prior written consent of all mortgagees whose mortgages encumber the respective Dwelling Units as they may exist from time to time. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall except as provided herein.

7. **ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO COMMON PROPERTY.**

No portion of the Common Property may be subject to any additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) which involve a Common Expense in excess of ten percent (10%) percent of the annual budget then in effect, including operating expenses and reserves, for all additions, alterations or improvements undertaken within a fiscal year, unless such



additions, alteration or improvements have been approved by not less than sixty percent (60%) of the votes of the Members present and participating, in person or by proxy, at a meeting at which a quorum is established or by written agreement provided that a quorum participates, provided, however, that all additions, alterations and improvements must be approved by at least a majority of the total votes of the entire membership of the Association. Any additions, alterations or improvements to the Common Property, or any part thereof, involving a Common Expense of less than the ten percent (10%) threshold described above, may be approved by the Board of Directors without approval of the Owners. The cost and expense of any such additions, alterations or improvements to such Common Property undertaken by the Association shall constitute a part of the Common Expenses and shall be assessed to the Owners accordingly.

## **8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY OWNERS.**

8.1 Prohibited Alterations. No Owner shall make any addition, alteration or improvement in or to the Common Property.

8.2 Architectural and Design Controls. The Association, acting through the Board of Directors or the Architectural Review Board (the "ARB"), shall have the authority to review and approve plans and specifications for the location, size, type or appearance or any other improvement on the Dwelling Unit and to enforce standards for the external appearance of any structure or other improvement located in the Community, as set forth herein and in any architectural guidelines promulgated by the Board of Directors or the ARB. If there are any conflicts between this Declaration and architectural guidelines, the Declaration shall control.

(a) It is the intent of the Association to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, the ARB shall, subject to appeal to the Board of Directors, have the right to approve or disapprove all architecture, landscaping and location of any proposed Improvements for any and all Dwelling Units. The ARB shall be no less than three (3) members, nor more than five (5) members, all of whom shall be appointed by and serve at the discretion of the Board of Directors. Each member of the ARB shall be a Member of the Association. The ARB may impose standards for construction and development consistent with all applicable provisions prescribed in applicable building, zoning or other governmental codes. The procedures for the ARB shall be as set forth below.

- (b) No addition, improvement, or equipment (including landscaping, antennas, awnings, shutters) shall be installed, painted, erected, removed or maintained in or on the Party Walls or Common Property nor, if visible from the exterior, be made in or on any Dwelling Unit until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Board (ARB). The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will comply with all applicable guidelines and applicable law, will not be detrimental to the appearance of the Community and that the appearance of any structure affected thereby will be in harmony with surrounding structures and is otherwise aesthetically desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also promulgate and issue rules and guidelines setting forth additional procedures and guidelines for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall have thirty (30) days after delivery of all required plans and other documentation, including any additional materials requested in writing within thirty (30) days of receipt of the initial application and supporting plans and other documentation, to approve or reject any such plans. Any plans not rejected within such thirty (30) day period shall be deemed approved. Any approval of additional landscaping by the ARB may be conditioned upon the Owner's continuing obligation to maintain such landscaping in an acceptable manner, and in no event shall the Association be responsible for the maintenance thereof, except as authorized under Section 16 hereof.

All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and decrees.

- (c) There is specifically reserved unto the ARB, and to any agent or member of the ARB, the right of entry and inspection upon any portion of the Community for the purpose of determining whether any construction, maintenance, or lack of maintenance of the improvements on or unimproved portion of any Dwelling Unit violates the terms of any approval by the ARB or the terms of this Declaration. If any Improvement of any nature shall be constructed or altered without the prior approval of the ARB, or is not properly maintained, the Owner shall, upon demand of the Association, cause such Improvement to be removed, or restored in order to comply with this Declaration and the plans and specifications originally approved by the ARB. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Association. Such costs may also be the basis for an Individual Assessment levied against the Dwelling Unit. This provision is not in derogation of the Association's rights under Section 16 hereof. The ARB is specifically empowered to enforce the provisions of this Declaration and, in the event that it becomes necessary, to recommend to the Board of Directors that the Association institute litigation to enforce this Declaration. In the event that any Owner fails to comply with the provisions contained herein or other Rules and Regulations promulgated by the ARB, the ARB may, in addition to all other remedies contained herein, recommend to the Board of Directors that it assess such Owner's Dwelling Unit or record against that Owner's Dwelling Unit a Certificate of Disapproval stating that the Improvements made by the Owner fail to meet the various requirements of the ARB.
- (d) Before submitting any plans and specifications to the ARB for approval, applicants must be in good standing, which means applicants must have paid all assessments, fines and any other monetary obligations due and owing to the Association. Upon approval by the ARB of any plans and specifications submitted to the ARB, the ARB shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the ARB disapproves any plans and specifications submitted to the ARB, the ARB shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may request a hearing or appeal such decision pursuant to such process as may be set forth in the ARB rules and regulations. The ARB decision, or, if there is an appeal, the Board of Directors' decision after a hearing on an appeal shall be final and binding upon the applicant. Neither the ARB nor the Board of Directors is empowered to approve any

construction or improvement, whether through affirmative approval or failure to act, which violates any applicable law or ordinance.

- (e) Completion of all improvements for which the approval of the ARB is required under this Declaration shall be completed within the time period specified by the ARB. Failure to complete such work within the specified time period shall be deemed a violation of this Declaration for which the Association will be entitled to any and all remedies provided for in Section 16 of this Declaration.
- (f) The ARB shall, in all cases, have the right to determine and designate building set back lines necessary to conform to the general plan of the Property, in order to preserve the integrity of the Property, which shall be subject to but may be stricter than applicable state and local building and zoning requirements. Neither this Section nor any approvals granted hereunder shall be deemed to excuse any Owner from compliance with local building and construction codes, ordinances, and/or regulations and improvements constructed shall conform to the requirements of such laws, codes, ordinances and regulations, nor shall ARB approval create any presumption or representation that the Owner's plans comply with applicable laws, codes, ordinances and regulations, nor that the work will serve its purpose as intended by Owner.
- (g) The ARB is empowered to promulgate and/or modify, from time to time, design, development and maintenance standards for the Community, including, but not limited to, the following:
  - (i) Roof color and roof design.
  - (ii) Fences, walls, doors, screened porches, patios, awnings, shutters and similar structures.
  - (iii) Exterior building materials and colors.
  - (iv) Exterior landscaping and irrigation.
  - (v) Signs, mailboxes, antennas, flagpoles, solar panels, address numbers and exterior lighting.
  - (vi) Pedestrian and bicycle ways, sidewalks and pathways.
  - (vii) Garages, driveways, walkways, garbage and trash containers.

- (viii) Swimming pools, tennis courts, accessory structures, play equipment, cable T.V., security and telephone.
- (h) The ARB may grant variances from the requirements contained herein or in the rules and regulations promulgated by the ARB, on a case-by case basis, provided, however, that the variance sought is reasonable and does not impose a hardship upon other Owners. The granting of such variance by the ARB shall not nullify or otherwise affect the ARB's right to require strict compliance with the requirements set forth herein on any other occasion.
- (i) The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the consent of the ARB shall not be deemed to set a precedent for approval of any similar plans and specifications or drawings subsequently submitted to approval with respect to the same Dwelling Unit or any other Dwelling Unit.
- (j) The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB from time to time, by resolution unanimously adopted in writing, may designate an ARB representative (who may, but need not, be one of its members) to take any action or perform any duties of the ARB on its behalf, except the granting of variances pursuant hereto. In the absence of such designation, the vote of a majority of the members of the ARB shall constitute an act of the ARB.
- (k) The members of the Architectural Review Board (ARB) shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.
- (l) Neither the Directors or officers of the Association, the members of the ARB, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within the Property or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the ARB in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any Dwelling Unit within the Community agrees that there shall be no claim, action or suit against the Directors or officers of the Association, the members of the ARB or their respective agents, in order to recover any damages caused by

the actions of the ARB. The Association shall indemnify, defend and hold harmless the ARB and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the ARB or its members. Neither the Directors nor officers of the Association, the members of the ARB, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

**9. OPERATION OF THE COMMUNITY BY THE ASSOCIATION; POWERS AND DUTIES.**

9.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Community. The powers and duties of the Association shall include those set forth in the Amended and Restated By-Laws and Amended and Restated Articles of Incorporation of the Association (respectively, Exhibits "A" and "B" annexed hereto), as amended from time to time. In addition, the Association shall have (i) all the common law and statutory powers of a corporation not for profit and for profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the By-Laws or the Act; (ii) the powers and duties set forth in the Act; as well as (iii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

- (a) The right to have access to each Dwelling Unit with sufficient notice during reasonable hours when necessary for the inspection, maintenance, repair or replacement of any Common Property, or of any portion of a Dwelling Unit to be maintained by the Association pursuant to this Declaration, to enforce the terms of this Declaration, or to address an emergency situation.
- (b) The power to make and collect regular and special Assessments and other charges against Owners and to regulate, administer, convey, lease, maintain, repair and replace the Common Property.
- (c) The power to purchase Dwelling Units in the Community and to hold, mortgage, lease or sell any Dwelling Unit so acquired.
- (d) The power to acquire, sell or mortgage personal property and to hold, regulate, administer, lease, maintain, repair, and replace same.

- (e) The right to grant, modify or move easements which are part of or cross the Common Property.
- (f) The duty to maintain official records according to good accounting practices, and the requirements of the Act.
- (g) The power to contract for the management and maintenance of the Community and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, maintenance, repair and replacement of those portions of the Community for which the Association is obligated or authorized to provide same and such other management functions as the Board of Directors may delegate with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in this Declaration, the Articles of Incorporation, the By-Laws and the Act.
- (h) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property and lien rights owned or exercised by the Association provided that any loan in excess of One Hundred Fifty Thousand Dollars (\$150,000.00) must be first approved by not less than sixty percent (60%) of the votes of the members present and participating, in person or by proxy, at a meeting at which a quorum is established or by written agreement provided that a quorum participates, but, in no event less than a majority of the total voting interests of the entire membership of the Association.
- (i) The power to adopt and amend Rules and Regulations concerning the details of the operation and use of the Dwelling Units and the Common Property.
- (j) The power to lease and/or charge a fee for the exclusive use of Common Property to any Owner or other third party being granted a right to such exclusive use, which fees shall be set by and subject to such guidelines as may be made and amended from time to time by the Board of Directors.
- (k) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association and the terms and provisions of this Declaration, or the exhibits attached hereto,

this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Community, consistent with the Act.

- 9.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Common Property, the Association shall not be liable to Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Common Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Owners regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.
- 9.3 Restraint Upon Assignment of Shares in Assets. The share of an Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Dwelling Unit.
- 9.4 Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting or vote by written agreement, that decision shall be expressed by the same person who would cast the vote for that Dwelling Unit if at an Association meeting, unless the joinder of all record Owners of the Dwelling Unit is specifically required by this Declaration or by law.
- 9.5 Acts of the Association. Unless the approval or action of Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable Rules and Regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association under the Declaration, Articles of Incorporation or By-Laws shall be given or taken by the Board of Directors, without the consent of Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution.



10. **DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Owners to meet the Common Expenses and allocate such Assessments among the Owners as provided in Section 4.1 of this Declaration and shall levy such Assessments in accordance with the provisions of this Declaration and the By-Laws. Additionally, the Board of Directors may levy special assessments when determined by the Board of Directors to be necessary. The Board of Directors shall advise all Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Owners. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund contingency accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

11. **COLLECTION OF ASSESSMENTS.**

11.1 **Liability for Assessments.** 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 11.4 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 Dwelling Unit and proceed in the same manner as provided herein and in the Act, for the collection of unpaid Assessments. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the Dwelling Unit for which the Assessments are made or otherwise.

11.2 **Default in Payment of Assessments for Common Expenses.** 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 Act, on Assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the

manner prescribed in the Act. The Association has a lien on each Dwelling Unit to secure the payment of Assessments. The lien shall have such priority as may be provided in the Act. 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 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 attorney's fees incurred by the Association incident to the collection and foreclosure process. Reasonable costs shall include, without limitation, any bank fees charged to the Association due to checks tendered by Owners which are returned due to insufficient funds. 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 is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments.

- 11.3 First Mortgagee. A First Mortgagee acquiring title to a Dwelling Unit 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 Dwelling Unit, whether or not such Dwelling Unit 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 First Mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Dwelling Unit which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability is limited to the maximum amount set forth in the Act. 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.
- 11.4 Certificate of Unpaid Assessments. Within fifteen (15) days after request by an Owner or mortgagee of a Dwelling Unit, the Association shall provide a certificate stating whether all Assessments and other moneys owed to the Association by the Owner with respect to his or her Dwelling Unit have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

- 11.5 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.
- 11.6 Acceleration of Assessment Installments Upon Default. 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.
- 11.7 Individual Assessments. Individual Assessment shall mean and refer to an Assessment levied against an Owner for any monetary obligation of the Owner to the Association, including, but not limited to, fines levied against an Owner pursuant to this Declaration or other costs incurred pursuant to Section 16 hereof. Individual Assessments shall also include, without limitation, charges imposed upon any Owner for damage caused to or incurred by the Association as a result of the negligence, intentional misconduct or a violation of any of the terms and conditions of this Declaration or the Rules and Regulations by any Owner or by anyone for whom that Owner is responsible. A delinquent Individual Assessment shall bear interest at the maximum rate allowable under the Florida usury laws from the date when due until paid.
- 11.8 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the 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 Act.
12. **INSURANCE.** Insurance covering the Community shall be governed by the following provisions:
- 12.1 Common Property.
- (a) The Association shall purchase such insurance policies upon the Common Property as shall be required by the Act and as the Board of Directors, in its judgment, shall deem advisable. The named insured shall be the Association.
- (b) Coverage.
- (i) Property. Property Insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all improvements now or hereafter located upon the Common

Property, such insurance to afford protection against at least the following:

- (1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and
  - (2) Such other risks as, from time to time, shall be customarily covered with respect to areas similar to the Common Property in developments similar to the Townhomes of Deer Creek in construction, location and use.
- (ii) Liability. The Association shall obtain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Common Property. Such coverage shall be in such amounts as shall be required by the Board of Directors of the Association, but with combined single limit of not less than One Million Dollars (\$1,000,000.00) for each person, accident or occurrence, and Fifty Thousand Dollars (\$50,000.00) property damage.
  - (iii) Worker's Compensation Insurance to meet the requirements of law.
  - (iv) Casualty Insurance, Liability Insurance, Worker's Compensation and Other Mandatory Insurance, when applicable, regarding the Improvements and Buildings, as well as such other insurance on said property as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.
  - (v) Flood Insurance, if required by Institutional Mortgagees, or if the Board so elects.
  - (vi) Fidelity Bonding Insurance as required in the Act.
  - (vii) Directors' and Officers' Insurance. Coverage should include volunteers and committee members in addition to directors and officers.

(viii) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be necessary or desirable.

(c) Premiums. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense and may be financed in such manner as the Board of Directors deems appropriate.

(d) Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and shall provide that all proceeds covering property losses shall be paid to the Association.

## 12.2 Dwelling Units and Party Walls.

(a) All Owners are responsible for obtaining and maintaining liability and casualty insurance, as provided below, for their Dwelling Units and Party Walls, as well as their portion of the roof and building envelope. The named insured on such policies shall be the Owner and all policies shall name the Association as an additional insured as its interests may appear. Owners must provide proof of the foregoing coverage at least once per year upon request of the Association.

(b) Coverages.

(i) Casualty. The Dwelling Unit, Party Wall, roof and building envelope shall be insured in an amount equal to the maximum insurable replacement value.

(ii) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Dwelling Unit.

**13. RECONSTRUCTION OR REPAIR AFTER CASUALTY.** This provision shall apply to the reconstruction and repair of any portion of the Community damaged by casualty.

13.1 Requirements to Reconstruct or Repair. If any part of the Community shall be damaged by casualty, repair and reconstruction shall be governed by the following provisions:

(a) Common Property.

- (i) All damages to the Common Property shall be reconstructed or repaired.
- (ii) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original construction or the construction as it existed at the time of the casualty, unless alterations are approved in the manner required in Article 7 of this Declaration.
- (iii) Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

(b) Dwelling Units and Party Walls.

- (i) All damages to the Dwelling Unit or Party Wall shall be reconstructed or repaired within a reasonable period of time of such damage having been sustained.
- (ii) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original construction or the construction as it existed at the time of the casualty, unless alterations are approved in the manner required in Section 8 of this Declaration.
- (iii) All casualty repairs shall be completed in the manner prescribed in the Rules and Regulations. The Board of Directors is empowered to make and amend Rules Regulations regarding reconstruction and repairs to the Dwelling Units and Party Walls, including, but not limited to, Rules regarding the time for completion of reconstruction and requirements for contractors.

**14. OCCUPANCY AND USE RESTRICTIONS.** In order to provide for congenial occupancy of the Community and for the protection of the values of the Dwelling Units, the use of the Community shall be restricted to and shall be in accordance with the following provisions:

- 14.1 Occupancy. Each Dwelling Unit shall be used as a single family residence only. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) persons who are living together as a single

housekeeping unit, their children, grandchildren, parents, in-laws and their spouses or domestic partners.

A Dwelling Unit may be used for a limited business purpose (i.e. home-office) which would not cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use. All other business purposes are strictly prohibited.

Owners shall not store personal property on the Common Property at any time. Nor may Owners store personal property outside of their Dwelling Unit, except as specifically permitted in the Rules and Regulations.

To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in closed, covered, rigid garbage containers placed in the garage and deposited for collection ONLY in the areas designated by the Board and on the days designated by the appropriate authorized agencies. The Common Property and Dwelling Units shall be kept free and clear of rubbish, debris, and other unsightly material.

A guest shall be considered any occupant who is not an Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Dwelling Unit with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family, as defined above. However, any guest who occupies a Dwelling Unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the Owner or approved tenant in residence and regardless of any familial relationship, shall be subject to screening as a tenant. Guest occupancy in the absence of the Owner or approved tenant by persons other than members of the Owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits. Prior to any occupancy of the Dwelling Unit by any guest, the Owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the Owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure.

14.2 Pets. Only Owners may bring pets onto the Property and such pets may be kept on the Property subject to the following restrictions:

- (a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Property at any time, provided that no Owner may have or allow in his or her Dwelling Unit more than two (2) dogs or two (2) cats, or one (1) dog and one (1) cat at any time.

- (b) No animal may be kept, bred or maintained for any commercial purpose.
- (c) Each animal brought or kept on the Property shall be at all times under the control of its Owner. No animal may be permitted anywhere on the Property outside the Dwelling Unit in which it resides unless the animal is on a leash, carried or in a carrier.
- (d) Each Owner shall promptly remove and dispose of all waste matter deposited by his/her animal, in a manner acceptable to the Board.
- (e) No animal shall be allowed to create a nuisance.
- (f) Feeding of ducks and other animals, stray and wild, within the Property is prohibited, except wild birds which may be fed from a bird feeder mounted at least five (5) feet above ground level at the rear of the home.
- (g) The Board of Directors is empowered to make and amend additional rules and regulations regarding the keeping and handling of pets on the Lots and otherwise within the Community.

14.3 Use of Common Property. The Common Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Dwelling Units.

14.4 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Dwelling Units or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. The Board of Directors is hereby authorized to adopt additional rules and regulations regarding noise, including, but not limited to, regulations regarding the types of activities that are permitted, the level of noise that is permitted, and the hours during the day during which certain types of activities are permitted.

14.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws,



the Association shall not be liable to any person(s) for its failure to enforce the provisions of this subsection.

- 14.6 Leases. No portion of a Dwelling Unit may be rented and Dwelling Units may only be rented to natural persons. A Dwelling Unit shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. No Owner may lease his or her Dwelling Unit more than once in a twelve (12) month period, measured from the commencement of the most recent prior lease. No Owner may lease his or her Dwelling Unit during the first twenty-four (24) months of ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Dwelling Unit, except that this prohibition against leasing during the first twenty-four (24) month of ownership shall not apply to transfers by devise or inheritance to members of the deceased owner's family, as defined hereinabove, transfers of Dwelling Units to the Association, including, but not limited to, Dwelling Units acquired through foreclosure, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twenty-four (24) months of ownership shall commence upon expiration of lease. No lease may be for a term of less than twelve (12) months. No rooms may be rented and no transient tenants accommodated. The rental or lease of a Dwelling Unit is subject to the same approval process for purchases outlined in Section 15 below with the exception that the Association is not required to substitute a Lessee for any leases which are denied approval. Any Dwelling Unit Owner who attempts to circumvent the leasing restrictions contained herein or who violates the leasing restrictions contained herein shall be ineligible to lease his or her Dwelling Unit for the twelve (12) month period following the discovery of such circumvention or violation. Notwithstanding the foregoing, the Association is not prohibited at any time from leasing out any Dwelling Unit to which it takes title as a result of exercising its rights pursuant to Section 15.3(b) below when it elects to purchase a Dwelling Unit.

A Dwelling Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of an Owner who is in breach or violation of this Declaration or the rules and regulations of the Association. In the event the Association approves a rental or lease, such approval of a lease or rental shall not release the Owner from any obligation under this Declaration, and the tenant shall have the right to use the facilities and Common Property to the exclusion of the Owner unless the tenant waives such rights in writing. Regardless

of whether or not expressed in the applicable lease, if any, an Owner shall be jointly and severally liable with his, hers or their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All tenants shall comply with and be subject to the provisions of this Declaration, the By-Laws, the Articles of Incorporation, the Rules and Regulations, and the Act and the provisions of same shall be deemed expressly incorporated into any lease of a Dwelling Unit. Subleases are prohibited.

When a Dwelling Unit is leased, a tenant shall have all use rights in the Common Property otherwise readily available for use generally by Owners, and the Owner of the leased Dwelling Unit shall not have such rights. The exclusive use rights of the Lessee shall extend for the full term of any approved lease, unless the lease is terminated due to the death of the tenant or a medical emergency involving the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of Common Property is prohibited.

In no event may Dwelling Units be rented out as temporary, short-term or hotel-like lodging such as is offered through AirBnb, VRBO and similar companies, nor may any Dwelling Unit be listed anywhere online or in print as being available for rent on a temporary, short-term or hotel-like basis.

- 14.7 Signs. No "For Sale" or "For Rent" signs or other displays of advertising shall be maintained on any part of the Common Property or Dwelling Units or posted in or on vehicles, excepting for spaces specifically provided for such signs as may be designated by the Board of Directors.
- 14.8 Antennas. No television or radio antennas or towers of any nature shall be erected on any part of the Common Property or the exterior of any Dwelling Unit, except to the extent such installations must be permitted by federal law or except to the extent such installations are approved as an alteration under Sections 7 or 8 hereof. The Board is empowered to adopt Rules and Regulations regarding the installation of television or radio satellites or antennas consistent with any applicable federal law in order to preserve and protect the Common Property from damage and to address legitimate safety objectives.

14.9 Limitations on Ownership. Title to a Dwelling Unit must be held by natural persons except as otherwise provided in this Section. No ownership or possessory interest in a Dwelling Unit may be conveyed, leased or otherwise transferred to a corporation, partnership or other entity of any kind, except as permitted in this Section. Title to a Dwelling Unit may be transferred to the trustee or trustees of a trust or to a corporation, partnership or other entity where such trust, corporation, partnership or other entity was formed for the purpose of estate or financial planning, provided the trustee(s), corporation, partnership or other entity designates the primary occupants of the Dwelling Unit in writing on such forms as the Association may require, that such designees be subject to screening under Section 15 of this Declaration in the same manner as tenants, and be subject to all other restrictions in this Declaration and the Rules and Regulations applicable to tenants, that the designees may not be changed more than once each calendar year, and that the designees be members of a single family, as defined above. This provision is not applicable to Dwelling Units owned by the Association. Notwithstanding the provisions above regarding the acquisition of title by an entity, any entity acquiring title to a Dwelling Unit through the foreclosure of a mortgage or other lien or by deed in lieu of foreclosure may hold title, but any person taking occupancy of the Dwelling Unit while title is held by such entity shall be subject to the restrictions in this Section 14 applicable to leases. No person or permitted entity may own, either directly or indirectly, jointly or individually, more than two (2) Dwelling Units in the association. Title to a Dwelling Unit may not be held in the name of more than two (2) natural persons and such persons must be members of the same family, as that term is defined hereinabove. If record title to a Dwelling Unit(s) is held prior to the effective date of this amendment in a manner that is contrary to this subsection, such ownership is exempt from retroactive application of this provision, provided however that this provision shall apply to all future transfers.

14.10 Parking. The following guidelines shall apply with regard to permitted and prohibited vehicles within the Community:

- (a) ONLY vehicles designed primarily to transport passengers, including automobiles, station wagons, sport utility vehicles, non-commercial trucks, motorcycles and vans which have windows on all body panels may park within the Community.
- (b) Without limiting the general provisions set forth above, the following types of vehicles WILL NOT be permitted to park within the Community, except as provided below:

- (i) Commercial vehicles of any type, including, without limitation, any vehicle 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 used for commercial purposes;
- (ii) Vans, other than passenger vans, as described above.
- (iii) Limousines or “stretch” limousines;
- (iv) Trucks which are used for commercial purposes, bear commercial messages or markings and/or are in disrepair. This provision does not apply to sport utility vehicles used solely for private passenger use.
- (v) Agricultural vehicles;
- (vi) Dune buggies;
- (vii) Any trailer or other device transportable by vehicular towing;
- (viii) Semis, tractors or tractor trailers;
- (ix) Buses;
- (x) Travel trailers;
- (xi) Boats and boat trailers with or without boats;
- (xii) Vehicles which are not fully mechanically operable, are in disrepair or are not currently licensed for use;
- (xiii) Motorcycle delivery wagons;
- (xiv) Recreational vehicles;
- (xv) Mobile homes or mobile houses;
- (xvi) Truck mounted campers attached or detached from the truck chassis;
- (xvii) Motor homes or motor houses;
- (xviii) Motor vehicles not having any bodies whatever, or incomplete buggies;

- (xix) Swamp buggies;
- (xx) Passenger automobiles that have been converted for racing.
- (c) 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 for short periods, but not overnight.
- (d) All vehicles parked on the property contrary to the provisions contained herein shall be subject to being towed in accordance with Section 715.07, Florida Statutes, as amended from time to time, at the expense of the owner of the vehicle. Towing shall not be the exclusive remedy of the Association.
- (e) No vehicle repairs or maintenance may be performed within the Community, except for emergency repairs, and the Board is hereby authorized to make and amend rules designating permitted emergency repairs.

14.11 Fences, Sheds, Temporary Structures. No fence shall be erected, maintained or permitted around a Dwelling Unit or upon any lands owned by an Owner or on the Common Property unless prior written approval is obtained from the Board of Directors. No tents, temporary structures, outbuildings, portable buildings or storage sheds shall be erected, installed or located on any Dwelling Unit or any land owned by the Owner for storage or otherwise without the prior written consent of the Board of Directors and the consent of the Master Association where applicable. Temporary structures erected for the purpose of observing a religious holiday may be permitted.

**15. CONVEYANCES, SALES AND TRANSFERS.** In order to insure the community of congenial residents and thus protect the value of the Dwelling Units, the sale and transfer of Dwelling Units by any Owner shall be subject to the following provisions:

15.1 Transfers Subject To Approval. 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:

- (a) All sales of Dwelling Units, except judicial sales conducted pursuant to a judgment of foreclosure held by a First Mortgagee encumbering a Dwelling Unit or public sales conducted by the Broward County Tax Collector resulting from the failure to pay real property taxes.

- (b) All transfers by lease.
- (c) Any other transfer of title to or possession of a Dwelling Unit.
- (d) 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 maximum amount permitted by the Act and, if the Act is silent, not more than One Hundred Dollars (\$100.00) per applicant, with husband/wife and parent/dependent child counting as a single applicant.
- (e) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Act, and, if the Act is silent, not more than one month's rent or Two Thousand Dollars (\$2,000.00), whichever is less.

15.2 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 Letters of Administration for the Personal Representative of a deceased Owner's estate and such other documentation from the Probate Court file as the Board may reasonably require 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 Dwelling Unit, and such other and further information about the intended transferees or occupants as the Association may reasonably require.

15.3 Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 15.2 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.

- (a) Approval. In the event the Association approves any transfer subject to approval hereunder, 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.

- (b) Disapproval of Transfer of Title. In the event the Board of Directors disapproves a proposed sale or other transfer of title, 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 15.2 hereof, provide the Owner with an executed contract from the Association or another purchaser acceptable to the Association, which contract must provide for the purchase of the Dwelling Unit 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.

If good cause exists for the Association to disapprove a proposed sale, conveyance or transfer by gift, devise or inheritance, the Association shall not be obligated to purchase or provide a substitute purchaser for the Dwelling Unit. Good cause shall be defined to include the following:

- (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 the use, occupancy and/or ownership of the Dwelling Unit and/or the Common Property by the applicant, as disclosed in the screening process, will violate the restrictions on use, occupancy or ownership set forth in this Declaration or the Rules and Regulations, or;
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence, injury or harm to persons or property at any time or has been convicted of any other felony within the seven (7) years preceding the date of application; or
- (3) For transfers by sale, the person seeking approval intends to purchase the Dwelling Unit without paying at least ten percent (10%) of the purchase price, excluding closing costs, in cash or in some form that would result in a first mortgage secured by the Dwelling Unit with a loan to value ratio (based upon the bona fide sale price) in excess of ninety percent (90%); or
- (4) The applicant takes possession of the Dwelling Unit prior to approval by the Association as provided for herein; or

- (5) 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 or another Community as a tenant, guest, owner or occupant of a Dwelling Unit; or
- (6) The applicant fails to comply with the requirements of Section 15.2 hereof.
- (7) No transfer of title will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Dwelling Unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Dwelling Unit is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

15.4 Exceptions. The foregoing provisions of this section shall not apply to a transfer to or purchase by a bank, life insurance company, credit union or federal savings and loan association which acquires its title as the result of foreclosing or accepting a deed in lieu of foreclosure of a mortgage upon the Dwelling Unit concerned; and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings.

15.5 Mortgage Approval and Subordination. All liens against a Dwelling Unit other than a first mortgage recorded before the Association's claim of lien, shall be subordinate and inferior to the Association's lien for Assessments or for such other charges that may be authorized by this Declaration, regardless of the date of recordation of the Association's claim of lien, except to the extent otherwise required by law. Any first mortgage liens or other liens which become first mortgage liens which involve an outstanding balance which exceeds ninety percent (90%) of the fair market value of the Dwelling Unit at the time the mortgage is recorded shall be subordinate and inferior to the Association's claim of lien to the extent the mortgage balance exceeds ninety percent (90%) of the fair market value of the Dwelling Unit at the time of recordation of the mortgage.

16. **COMPLIANCE AND DEFAULT.** Each Owner and every occupant, guest, agent, employee or contractor of an 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 Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 16.1 Negligence. An Owner shall be liable for the expense of any maintenance, repair or replacement, whether to the Common Property, a Dwelling Unit, a Party Wall, the Owner's personal property, or to the personal property of the Association or other Owners or residents or guests, including, but not limited to, repair after casualty under Section 13 hereinabove, 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 member of his or her family or his or her guests, agents, employees or contractors, but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association. Any expense advanced by the Association to perform such maintenance, repair or replacement, together with interest, costs and attorneys' fees, shall be secured by a lien against the Dwelling Unit enforceable as an Individual Assessment in the same manner as an Assessment under Article 11 hereof.
- 16.2 Compliance. In the event an Owner or occupant fails to comply with such Owner's obligations under Sections 6, 8, 13 and 14 hereof or fails to observe and comply with any other 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 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 Owner and the Dwelling Unit for the sums necessary to do whatever work is required to put the Owner or Dwelling Unit in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Dwelling Unit enforceable as an Individual Assessment in the same manner as an Assessment under Article 11 hereof.
- 16.3 Fines. In addition to all other remedies provided hereunder, in the event an Owner or anyone for whom an 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 Owner and the Parcel in accordance with the Act. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed the maximum amount permitted by the Act. The fine shall become a lien against the Dwelling Unit to the extent permitted by the Act.
- 16.4 Suspension of Use Rights. In addition to all other remedies provided hereunder, the Association shall have the right to suspend the rights of the

Owner, his or her tenants, guests, licensees or invitees, to use any portion of the Common Property or other facilities during any period of time during which the Owner is delinquent in the payment of Assessments or any other financial obligation to the Association or in the event an Owner or anyone for whom an 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.

- 16.5 Suspension of Voting Rights. In addition to the remedies provided in Section 11 hereof and by applicable law, the Association may suspend the voting rights of any Owner who is delinquent more than ninety (90) days in the payment of any monetary obligation to the Association. Any Owner whose voting rights are suspended does not count towards a quorum and the quorum is reduced to exclude such Owner.
- 16.6 Set Off. Any funds due and payable by the Association to an Owner under this Declaration, the Articles of Incorporation or the By-Laws, or under the 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 Act.
- 16.7 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the requirements of the Act, 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).
- 16.8 No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of the Act, 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.
- 16.9 Election of Remedies. All rights, remedies and privileges granted to the Association or an 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.

**17. TERMINATION.**

17.1 Voluntary Termination. These covenants may be terminated only with the unanimous consent of all Owners.

17.2 Certificate. The termination of these covenants shall be evidenced by a certificate of the Association executed by the president and secretary certifying as to the fact of the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

18. **RESTRICTIONS AND EASEMENTS.** The real property submitted hereto is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for Utility Service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agency as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for Utility Service and drainage now existing or hereafter granted by the Association for the benefit of such persons as the Association designates.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration shall constitute a covenant running with the Property, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of these covenants. The Owners do hereby designate the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

19. **COVENANT RUNNING WITH THE LAND.** All provisions of this Declaration, the Articles, By-Laws and applicable Rules and Regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Property and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Association, the Owners, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Owners, tenants and occupants of Dwelling Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into occupancy of any Dwelling Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable Rules

and Regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

**20. ADDITIONAL PROVISIONS.**

- 20.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Property, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Owners, unless another manner of delivery is specifically required by the Act or this Declaration or the By-Laws. Except as provided specifically in the Act, all notices to any Owner shall be sent by first class mail to the Dwelling Unit address of such Owner, or such other address as may have been designated by such Owner from time to time, in writing, to the Association. All notices to mortgagees of Parcels shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or ten (10) business days after proper mailing, whichever shall first occur.
- 20.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto or to the Original Declaration. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 20.3 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed to the Original Declaration.
- 20.4 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of a Treasurer may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 20.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to

time, said dispute or litigation shall be governed by the laws of the State of Florida.

- 20.6 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 20.7 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 20.8 Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Home, by reason of occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable Rules and Regulations, are fair and reasonable in all material respects.
- 20.9 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 20.10 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.