

STRATHMORE GATE WEST
DECLARATION OF RESTRICTIONS

Printed: June 13, 2019

DECLARATION

THIS DECLARATION, made by LEVITT HOMES INCORPORATED a Delaware Corporation, hereinafter referred to as “Declarant”

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I - DEFINITIONS

Section 1. “Association” shall mean and refer to STRATHMORE GATE WEST HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. “Properties” shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean all real property (and interests therein and improvements thereto) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the owners.

Section 5. “Lot” shall mean a platted Lot shown upon the recorded plat of the properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to LEVITT HOMES INCORPORATED its specific successors and assigns as set forth in ARTICLE XI hereof.

Section 7. “Articles and By-Laws”. It is intended that Articles of Incorporation for the Association be filed with the Florida Secretary of State, substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

ARTICLE II - ACQUISITION OF REAL ESTATE

Additional lands may be acquired with the consent of two-thirds (2/3rds) of the membership.

ARTICLE III - PROPERTY RIGHTS

Section 1. “Owners Easements of Enjoyment”. Every owner shall have a right and easement of enjoyment in and to the Common Area, for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to suspend the right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid; and for a reasonable period of time for any infraction of its published rules and regulations, as set forth in Article VII Sec. 1 (g) of By-Laws, and Rules & Regulations promulgated pursuant thereto.
- (b) The right of the Association to dedicate or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two thirds (2/3rds) of the votes of the members.
- (c) Rules and Regulations adopted by the Association governing use and enjoyment of the Common Area.

Section 2. “Delegation of Use”. Any owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchases who reside on the property.

Section 3. “Adult Community”. In as much as the Strathmore Gate West Community is intended as an adult Community, to provide housing opportunities primarily for residents who are fifty-five (55) years of age or older, it shall be prohibited for children under the age of sixteen (16) to reside upon any portion of the Community as permanent residents. A minimum of eighty (80%) percent of the units in this Community must be occupied by at least one resident fifty-five (55) years of age or more, while any person occupies said dwelling units. Persons under the age of fifty-five (55) years and sixteen (16) years of age or more may occupy and reside in such dwelling units as long as at least one of the

residents is fifty-five (55) years of age or older. Notwithstanding any provisions to the contrary stated herein, the Board shall have the authority to make such improvements upon the common properties in order to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V - COVENANT ASSESSMENTS

Section 1. Payment of Assessment, The Association hereby covenants, creates and establishes, and each Owner of a Lot, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments.

- (a) Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. Such Assessments shall be in equal amounts against the Owners of each Lot.
- (b) Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Lot.
- (c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.
- (d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.
- (e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Lot.
- (f) Working Capital Contribution

From and after the date of recordation of this amendment in the Public Records of Palm Beach County, Florida, the following shall apply: Upon the conveyance of each and every Lot, except as noted below, the purchaser(s)/Owner(s) shall pay to the Association at closing a one-time, non-refundable sum not to exceed one fourth (1/4) the annual maintenance fee assessment chargeable to said Lot by the Association, as a working capital contribution ("Contribution") to the Association, such to be determined by the Association Board of Directors from time to time. The Contribution shall not be considered an advance payment of assessments but shall be in addition thereto, and it shall be placed in a working capital fund so that the Association will have funds available for proper Association common expenses, operating expenses, or reserves, as determined by the Board of Directors from time to time including but not limited to funds for capital improvements, the purchase of equipment, or alterations to the community's infrastructure.

For purpose of this Section, the term "conveyance" shall mean the transfer of record legal title of a Lot by deed or other means of title conveyance with or without valuable consideration, including but not limited to a transfer of possession and beneficial ownership by means of agreement for deed, operation of law, and inheritance, except as noted below.

Notwithstanding the foregoing, the following conveyances shall be exempt from payment of the working capital contribution:

- (i) An intra-family conveyance made by a Lot Owner ("Owner") to one or more of his or her immediate family members. The term "immediate family" shall be defined, for the purposes of this Section to mean and be limited to such Owner's parents, children, grandparents, grandchildren, siblings, or the Owner's spouse;
- (ii) Any conveyance between one co-Owner to another co-Owner of the same Lot. Such co-Owner shall be required to have been a co-Owner, with his or her name recorded on the title to the Lot as recorded in the Public Records of Palm Beach County, Florida, for at least six (6) months prior to such conveyance;
- (iii) Any conveyance to a trustee or the Owner's spouse or from a trustee to a resident owner or the owner's immediate family member without a change in occupancy for estate planning or tax purposes; and
- (iv) Any conveyance of title to the Association, or an institutional Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure.

Section 2. Liability for Assessments. A Lot 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 Lot Owner. Except as provided in Section 6 below, the Lot 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 Lot and proceed in the same manner as provided herein and in the Chapter 720, Florida Statutes, as the same may be amended from time to time, for the collection of unpaid assessments. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or Association property or by the abandonment of the Lot for which the assessments are made or otherwise.

Section 3 Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures.

- (a) Annual assessments against the Owners of all of the Lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.
- (b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.
- (c) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, the power and authority to establish specific fees, dues or charges to be paid by Owners of Lots for any special or personal use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.
- (d) The Association shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a

certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

Section 4. Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) 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 Chapter 720, Florida Statutes, as the same may be amended from time to time, on assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in Chapter 720, Florida Statutes, as the same may be amended from time to time. The Association has a lien on each Lot to secure the payment of assessments. The lien is effective from and shall relate back to the earliest date permitted by law, but in no event later than the date of recording of this Declaration. As to an Institutional First Mortgage of record, the lien is effective as of the date of the recording of a claim of lien in the Public Records of Palm Beach County or such other date as may be provided in Chapter 720, Florida Statutes. All claims of lien must state the description of the Lot, 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 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. 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. 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 8 below.

Section 5. Assignment of Rents. The Association is hereby granted a lien against any rents derived from the Lot which shall have the same priority as the Association's lien for unpaid assessments against the Lot. Except to the extent limited by Chapter 720, Florida Statutes, the lien on any rentals derived

from the Lot 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 charge due and payable to the Association by the Lot Owner under this Declaration.

Section 6. Institutional First Mortgagee. A Institutional First Mortgagee acquiring title to a Lot 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 Lot 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 Chapter 720, Florida Statutes. 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 Lot Owners, including such acquirer, and such acquirer's successors and assigns.

Section 7. Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Lot Owner or mortgagee of a Lot, the Association shall provide a certificate stating whether all assessments and other moneys owed to the Association by the Lot Owner with respect to his Lot have been paid. Any person other than the Lot 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.

Section 8. Acceleration of Assessment Installments Upon Default. If a Lot 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 Lot Owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.

Section 9. Set Off. Any funds due and payable by the Association to a Lot Owner under this Declaration of Restrictions, the Articles of Incorporation or the By-Laws, or under Chapter 720, Florida Statutes, shall be subject to a right of set-off for any amounts due and owing to the Association by the Lot Owner under this Declaration, the Articles of Incorporation, the By-Laws, or Chapter 720, Florida Statutes.

ARTICLE VI - MAINTENANCE OBLIGATION OF ASSOCIATION

Section 1. Common Area: The Association shall at all times maintain at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Dwellings and Lots: The Association shall when deemed necessary by the Board of Directors, maintain the finished exterior surfaces of the dwelling and other improvements as originally constructed by Declarant, including the exterior walls, exterior lights and fences, but specifically excluding all windows and screening. This maintenance obligation pertains only to the exterior surfaces, and is intended specifically to include and be limited to, the preparation for painting, and painting of exterior surfaces. Exterior surfaces shall be defined to include all exterior wood trim, stucco and front and storage doors. Any maintenance, repairs or replacement of improvements under the exterior surfaces is the obligation of the Owner thereof except as hereinafter provided. Further, the Association shall maintain, repair and replace all landscaped portions of the Lots and the sprinkler system and walkways on each Lot, provided, however, as to the areas on a Lot, adjacent to a dwelling, which is fenced-in as a privacy area, the maintenance obligation shall be that of the Owner of such Lot, not the Association. Additionally, the Association shall be responsible for the maintenance of both the exterior and structure of the roof areas; however, such responsibility shall be limited as set forth in Article XII of this Declaration.

Section 3: Right of Entry by Association: Whenever it is necessary to enter a dwelling or a Lot for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling or improvements upon the Lot, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, or go upon the Lot, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

Section 4: Others: Where reasonably possible, the Association shall also maintain the vegetation and any landscaping upon areas that are not within the Properties but abut same and are owned by a utility or governmental authority, so as to enhance the appearance of the Properties, such as swale areas within the right-of-way of abutting public streets or roads and areas within drainage canal rights of way.

ARTICLE VII - MAINTENANCE OBLIGATION OF LOT OWNERS.

Section 1: Owner's Responsibility: Each Lot Owner is responsible for the repair, maintenance and or replacement, at his expense, for all portions of the dwelling and other improvements constructed on his Lot which are not maintained by the Association. Accordingly, each owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers, and other appliances, drains, plumbing fixtures and connections, and all air-conditioning equipment. Further, each owner shall be responsible for all repairs and maintenance to his dwelling caused by termites and/or other pest infestation. Each owner will also be responsible for front and storage door replacement, and replacement and repair of all windows and screens.

Owners are strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Lot and planting of additional landscaping except within the fenced area.

Section 2: Owners Liability: Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VII; or
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,
- (c) Undertake unauthorized modifications or additions to his dwellings or to any other portion of his Lot which violate ARTICLE VI or ARTICLE VII, or the provisions of ARTICLE IX.

The Association, after approval by two-thirds (2/3rds) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Lot and cause the required repairs or maintenance to be performed, or as the case may be, removed unauthorized modifications or additions. The cost thereof, plus reasonable overhead costs to the Association, shall be added and become a part of the assessment to which the Lot is subject.

ARTICLE VIII - EASEMENT FOR ENCROACHMENTS

In the event that any dwelling or other improvement upon a Lot shall encroach upon any other Lot or improvement thereon for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

ARTICLE IX - ARCHITECTURAL CONTROL COMMITTEE

Section 1: Approval Necessary: No building, outbuilding, fence wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on the Property, nor shall any alteration, addition, changing, repairing, remodeling, or adding to the exterior thereof or to the landscaping (except for the privacy area) be made, unless prior to the commencement of any construction, excavation, or other work, two complete plans and specifications thereof, including front, side and rear elevations and floor plans, and two plots indicating and fixing the exact location of such structures of such altered structure on the Lot with reference to the street and side lines thereof shall have been first submitted in writing for approval and approved in writing by the Association. The Board of Directors shall appoint an Architectural Control Committee for the purpose of reviewing such proposed alterations, additions, etc., and making recommendations to the Board concerning the approval of same. The Architectural Control Committee shall also work with the Board in developing architectural guidelines for the community when necessary to maintain a uniform appearance and enhance property values.

Section 2. Membership to Committee: The Architectural Committee shall consist of three (3) members which shall serve term of one (1) year.

Section 3: Endorsement of Plans: Approval of plans, specifications and location of buildings by the Association shall be endorsed on both sets of plans and specifications, and one set shall forthwith be returned by the Association to the person submitting the same. The approval of the Association of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Association of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

Section 4: Construction to be in Conformance with Plans: After such plans and specifications and other data submitted have been approved by the Association, no building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon the properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Association. Upon completion of the improvements or alterations, the Lot Owner shall give written notice of said completion to the Association.

Section 5: Deemed Approved:

- (a) After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this

ARTICLE IX unless notice to the contrary shall have been recorded in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Association shall fail, for a period of thirty (30) days to approve or disapprove any plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

Section 6: Right of Entry: Any agent or Director of the Association may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Association under construction or on or in which the agent or Director may believe that a violation of the covenants, restrictions, reservations, servitude's or easements is occurring or has occurred.

Section 7: Declarant Exempt: The Declarant and Lots owned by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

ARTICLE X - PROHIBITED USES

Section 1: All garbage cans, trash containers, bicycles and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for depositing his garbage and trash in a dumpster located in a designated trash area. Each owner must comply with State recycling regulations.

Section 2: No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained.

Section 3: No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, or reptiles, shall be kept, raised, or maintained on any Lot; PROVIDED HOWEVER, that household pets may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. Any dog when full grown, must not weigh in excess of 20 pounds. However, only one (1) outdoor pet (dog or cat) per family (unit Owner) is permitted. All pets shall be kept on a leash when not on the Owner's Lot and shall be walked only on areas designated for pets by the Board of Directors, if any.

Section 4: No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

Section 5: Except in Common Area: No swimming pool or appurtenant pump house shall be constructed, erected or maintained such that it is visible from any street without prior approval of the Architectural Committee.

Section 6: No recreational vehicles, boats, trailers, or business vehicles shall be parked on the Properties. No vehicles of any nature shall be parked on any portion of the Properties, Lots or Common Area except on the surfaced parking area of the Common Area.

Section 7: No outdoor clothes drying shall be allowed.

Section 8: No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any Lot. An area within the recreation building shall be provided for posting such notices.

Section 9: No trade or business shall be conducted, nor any commercial use made of any residential Lot.

Section 10: All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 11: No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other Lot Owners or interferes with the peaceful possession and proper use of the Lots by the resident thereof.

Section 12: No offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdictions shall be strictly observed.

Section 13: No television or radio masts, towers, poles, antennas, aerials, or appurtenances may be erected, constructed, or maintained.

ARTICLE XI - GENERAL PROVISIONS

Section 1: Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorney's fees.

Section 2: Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3: Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Owners who are entitled to vote a majority of all votes of the Association PROVIDED that for a period of three (3) years commencing from the recording of this Declaration in the Public Records of Palm Beach County, Florida. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection.

Section 4: Notices: Any notice required to be sent to any 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 who appears as Owner on the records of the Association at the time of such mailing.

Section 5. Open Space: No portion of the Properties containing “open space” in accordance with the Plat of the Properties filed in the Public Records of Palm Beach County, Florida, may be vacated in whole or part unless the entire Plat is vacated.

ARTICLE XII - ROOF MAINTENANCE OR REPLACEMENT

Section 1: In the event a roof extends over two or more Lots, and a portion of one Owner’s roof requires replacement or repair, then the entire roof may be replaced or repaired if necessary, in order to maintain an attractive, uniform roof appearance. The Association shall insure against loss by damage to or destruction of the roof elements of all buildings in the community, by fire or by such other risks as may be covered by an endorsement for extended coverage, in an amount equal to the full insurable replacement value thereof, without deduction for depreciation, with a deductible provision in an amount to be determined by the Board of Directors. Such responsibility shall specifically not include repair or replacement necessitated due to the willful, wanton, or negligent conduct on the part of the Owner or Owners, their guests, invitees or licensees, in which case the cost of such repairs or replacement shall be borne by the responsible unit owner. If any Owner shall neglect or refuse to pay his share, or all of such costs in case of negligence or willful misconduct, the Association may have such roof repaired or replaced and shall be entitled to file in the Public Records a lien on the Lot of the Owner so failing to pay for the amount of such repair or replacement cost, plus attorney’s fees and costs, which may be foreclosed in the same manner as a lien of a mortgagee.

ARTICLE XIII - PARTY WALLS

Section 1. Association Responsible for Repair and Maintenance. The Homeowners Association shall bear the cost of reasonable repair and maintenance of all party walls, except in those situations in which such maintenance or repair is necessary because of willful, wanton or negligent conduct on the part of a Lot Owner or Owners, his or her guests, invitees or licensees, in which case, the cost of such repair and maintenance shall be borne in proportion to that Owner's contribution to the damage necessitating the repair or maintenance.

Section 2. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, the Association shall, pursuant to its insurance coverage of such structures, bear the sole responsibility for the restoration or repair of such party walls. If, however, the destruction or other casualty is caused, directly or indirectly, by the negligence, willful or wanton acts, or omissions of a Lot Owner or Owners, his or her guests, invitees and licensees, that Owner shall bear the sole responsibility for the cost of such repair. If said owner refuses to make such required repairs, the Association shall have the power to enter the Lot, make such required repairs, and specially assess said Lot Owner for cost of these repairs. This assessment shall be lienable against the owner's interest in his/her Lot and collectable in the same manner as other assessments against Lots-as-provided in Article V of this Declaration of Restrictions.

Section 3. Weatherproofing: Notwithstanding Any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

ARTICLE XIV - PARKING

After the filing of this Declaration, the Association shall assign to each Lot the exclusive right to use one automobile parking space which is located on the Common Area. Such parking space shall be used only by the Owner of such Lot and such Owner's guests and invitees. The Association shall maintain a listing of the parking space which is assigned to each Lot. The unassigned parking spaces shall be used in accordance with the rules and regulations as determined by the Board of Directors.

ARTICLE XV - UTILITIES

Section 1. Drainage System: The Association is obligated to maintain the drainage system, which is installed upon the Properties, in satisfactory operating condition. Since this system is connected with the public drainage system maintained by the Village of Royal Palm Beach, in the event that the Association fails to maintain the drainage system on the Properties so as to cause said public drainage system to not satisfactorily operate, the Village of Royal Palm Beach is hereby authorized to enter the

Properties and perform the necessary maintenance such that the public drainage system can satisfactorily operate. The Association shall be obligated to reimburse the Village for its expenses in performing the maintenance necessary for the public drainage system to satisfactorily operate.

Section 2. Sanitary Sewer: The Association is obligated to maintain the six-inch sanitary sewer lateral lines installed on the Properties which extend from the eight-inch sanitary sewer main lines to the four-inch sanitary sewer house service lines on each Lot. The utility company is obligated to maintain the eight-inch sanitary sewer main lines while each Lot owner is obligated to maintain the four-inch sanitary sewer house service line installed on his Lot. The Association is not obligated for the cost and expense of said four-inch sanitary sewer house service line.