

State of Florida



Department of State

I certify that the attached is a true and correct copy of the
Articles of Incorporation of SUMMIT RUN HOMEOWNERS
ASSOCIATION, INC., a corporation organized under the
Laws of the State of Florida, filed on October 17, 1985, as
shown by the records of this office.

The document number of this corporation is N11634.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
22nd day of October, 1985.



CER-101

George Firestone
Secretary of State

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ARTICLES OF INCORPORATION
OF
SUMMIT RUN HOMEOWNERS ASSOCIATION,
A Florida Corporation Not For Profit

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN COMPLIANCE with the requirements of the laws of the State of Florida, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the Corporation is: SUMMIT RUN HOMEOWNERS ASSOCIATION, INC., hereinafter called "Association".

ARTICLE II

The principal office of the Association is located at: 639 E. Ocean Ave., Suite 409, Boynton Beach, FL 33435.

ARTICLE III

Gene Moore, whose street address of the office, place of business or location for service of process within this state is 639 E. Ocean Ave., Suite 409, Boynton Beach, FL 33435, is hereby appointed the initial registered agent of this Association. To reflect his acceptance of the office of the initial registered agent, he has executed these Articles at this part.

GENE MOORE

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area, and all improvements thereon, within that certain tract of property described as A parcel of land in the NE 1/4 of Sect. 11, T44S, R42E, Palm Beach Cty, FL, located in West Palm Beach, Palm Beach County, Florida; and to promote the health, safety, and welfare of the residents within the above described property and any additions thereto as may here-

GENE MOORE
LAWYER

P. O. BOX 510
6 EAST OCEAN AVENUE
SUITE 10
BOYNTON BEACH, FLORIDA
33435

after be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in Palm Beach County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) to acquire (by gift, purchase or otherwise), Lots or Dwelling Units of SUMMIT RUN, subject nevertheless to the provisions of the Declaration and/or By-Laws relative hereto;

(e) to assume and obligate itself and its members to maintain recreation and common areas, and the private streets, thoroughfares, and easements shown (on development plan of SUMMIT RUN);

(f) borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) dedicate, sell or transfer all or any 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 unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

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LAWYER

P. O. BOX 910

10 EAST OCEAN AVENUE

SUITE 10

WEST PALM BEACH, FLORIDA

33406

(h) participate in mergers and consolidations with other non profit corporations organized for the same purposes of annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(i) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Laws of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. After receiving approval of the Association, as required under the Declaration change of membership in this corporation shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record title to a lot and improvements and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner of such lot and improvements shall be thereby terminated. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLES VI

VOTING RIGHTS

The Association shall have two classes of voting membership: Class A. Class A members shall be all owners with the exception of the Declarant 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 and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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LAWYER

P. O. BOX 210

10 EAST OCEAN AVENUE

SUITE 15

WEST PALM BEACH, FLORIDA

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thereafter be amended, altered or rescinded only in accordance with the provisions of the By-Laws and the Declaration relating to amendment.

ARTICLE XII

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75) percent of members present and voting at any duly called meeting.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 4th day of Sept., A.D., 1985.

Signed, sealed and delivered in the presence of:

Barbara J. Ranta
Gene Moore

Gene Moore

President

Arlene V. Marsh

Arlene V. Marsh

Vice-President

Patti N. Reisig

Patti N. Reisig

Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared GENE MOORE, ARLENE V. MARSH, and PATTI N. REISIG, who, after being first duly sworn, stated on oath that they executed the within and foregoing Articles of Incorporation as subscribers thereto.

WITNESS my hand and official seal at the aforesaid State and County on this 4th day of Sept., A.D., 1985.

Barbara J. Ranta
NOTARY PUBLIC
State of Florida at Large
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 23, 1988
BONDED THRU GENERAL INS. UNDERWRITERS

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GENE MOORE
LAWYER
P. O. BOX 519
40 EAST OCEAN AVENUE
SUITE 10
MYRTON BEACH, FLORIDA
33409

THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33436

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND PARTY WALL AGREEMENT

OF
SUMMIT RUN
A Patio-villa Community

Palm Beach County, Florida

Return: Gene Moore
P. O. Box 910
Boynton Beach, Fla.
Rec. -- 101.60
Fla. St. --
Surtax --
Intang. --

101.60

KNOW ALL MEN BY THESE PRESENTS that the undersigned, as owners of certain property to be hereinafter known as SUMMIT RUN, located in West Palm Beach, Palm Beach County, Florida, and more particularly described as follows:

(See Schedule "A" attached hereto)

hereby makes the following declaration of Protective Covenants, Conditions and Restrictions covering the above-described real property, specifying that this declaration shall constitute a covenant running with the land described in Schedule "A" above and that this declaration shall be binding upon the undersigned and upon all persons deriving title through the undersigned.* These protective covenants, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property. Developer reserves the right to bring additional property into the Homeowners Association and the terms of this Declaration by annexing adjacent properties. For the purpose of this instrument, the term "patio-villas" shall include and mean all residential improvements on parcels of land connected with this development.
(*including all successors and assigns.)

1. All of the land described in Schedule "A" less all of the land shown thereon as being patio-villa units shall be known as common property, such common property shall consist of the roadways, parking areas and all unimproved areas. This common property will be owned by SUMMIT RUN HOME OWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as the Association. The common property is being conveyed to the Association by the undersigned by a separate instrument recorded simultaneously herewith. The Association shall administer such property in keeping with this declaration as well as the Articles of Incorporation and By-Laws of SUMMIT RUN HOME OWNERS ASSOCIATION, INC., together with the Rules and Regulations promulgated by the Association. Said conveyances shall include all water management tracts.

2. The undersigned is conveying to the Association certain items of personal property to be utilized in connection with furnishing utilities to project to be known as limited common property. This limited common property shall consist of the water and sewer lines going from the point of connection of same to each structure containing the patio-villa units to the point of connection of same to the central water distribution and sewage collection lines of the County of Palm Beach, Florida. These items of personal property shall be administered by the Association for the benefit of the owners of the separate patio-villa units in each structure. The expense of repair, replacement, cleaning and maintenance of these lines for a particular structure shall be borne equally by the owners of the patio-villa units located in such structure. Upon the expenditure of funds by the Association for any such purpose, such patio-villa owner in the structure shall be assessed for his share in the expense. The assessment shall be due and payable thirty (30) days after billing, and all sums unpaid after thirty (30) days shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and

**with the exception of Tract D, Summit Pines Unit Two, which shall be dedicated to and maintained by Summit Place Homeowners Association, Inc., as part of the master general maintenance areas connected with the Summit Pines overall development. Members of the Summit Run Homeowners Association, Inc., shall be responsible for their pro rata share of maintenance of overall general maintenance areas within the development and shall be entitled to a vote upon any such maintenance assessments levied by Summit Place Homeowners Association, Inc., in connection with their primary responsibility for such maintenance.

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THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
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P. O. BOX 910
BOYNTON BEACH, FLORIDA 33436

then to the assessment payment first due. The Association shall have the right to file a lien against the property of the owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure costs and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

3. Each owner at SUMMIT RUN will own fee simple title to his patio-villa, each of which shall be located in a structure containing separate patio-villa units. Ownership of these units shall be separated by a party-wall agreement filed in the Public Records of Palm Beach County, Florida.

4. No patio-villa owner shall in any way deface or change the color of the exterior of his patio-villa. Exterior walls, roof and the fencing around the courtyard are to be maintained by each patio-villa owner in quality condition at all times. Failure to maintain the patio-villa in such manner will result in a thirty (30) day notice to the patio-villa owner from the Association setting forth the items to be corrected. In the event the notice is not adhered to, the Association may contract to have such work performed and the patio-villa owner will be charged for the invoices delivered by such contractors, together with any reasonable costs to the Association. The Association shall have the right to file a lien for non-payment of such charges in which event the patio-villa owner shall be responsible for attorney's fees and costs. Each patio-villa owner covenants and agrees that he will not decorate or alter the exterior or color of the exterior of the dwelling upon his property without the prior consent of the Association. If a patio-villa owner shall desire to decorate the exterior in a color and finish other than that supplied by the builder at the time of construction of the patio-villa units, then the consent of 50% of the members of the Association and all holders of first mortgages shall also be required prior to such change in decoration being effected. Nothing herein shall be construed to require a patio-villa owner to obtain any approval in writing or otherwise for the painting of exterior of his patio-villa in a color and finish consistent and compatible with the color and finish of the other patio-villa units. Normal maintenance of the roof of the patio-villa units such as cleaning, re-coating or repainting, shall be done uniformly and at the same time for the entire roof of the building upon agreement of the patio-villa owners. The expense of such maintenance shall be borne proportionately by the patio-villa owners. The proration shall be determined by the ratio of square footage of each patio-villa unit roof to the total of the entire roof area of the total building. In the event of damage or destruction which is confined to the roof area wholly within the dimension of one patio-villa unit the repair or replacement shall be at the expense of said patio-villa owner. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one patio-villa owner, such negligent owner shall bear the entire cost of repair or replacement. If any patio-villa owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, any other affected patio-villa owner may have such roof repaired or replaced and shall be entitled to a lien on the patio-villa of the other unit owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement cost. If a patio-villa owner shall give, or shall have given a mortgage or mortgages upon his property, then the mortgagee shall have the full right at his option to exercise the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the patio-villa owners.

5. Property and casualty insurance on each patio-villa structure shall be maintained at all times. Any unit owner failing to maintain insurance shall be assessed for the insurance premium covering his dwelling structure which insurance shall be in an

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amount equal to the maximum insurance replacement value, excluding foundation and excavation costs. The assessments for insurance shall be due and payable when billed which shall be sixty (60) days prior to the expiration date of the policy covering each unit at SUMMIT RUN. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. The Association shall have the right to file a lien against the property of such owner who shall fail to make his required assessment payments. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Property and casualty insurance shall be purchased individually by each unit owner on a master policy basis which will cover all of the patio-villa structure. The insurance policy shall insure all property conveyed by the undersigned at the time of the closing on the patio-villa structure. Each patio-villa structure owner shall insure any contents placed in the patio-villa structure after the closing as well as any additions made in or to the patio-villa structure by the owner as each owner may desire. The Association shall also purchase such insurance as may be necessary on the common property to protect the Association and the patio-villa owners. Such insurance will be handled in the same method as set forth above. In the event of any casualty loss, the Homeowners Association shall be the agent of all owners and shall adjust such loss on their behalf. All of the patio-villa units and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood insurance, if required.

6. Each patio-villa owner shall automatically become a member of SUMMIT RUN HOMEOWNERS ASSOCIATION, INC., by virtue of acceptance of the deed of conveyance to his patio-villa. As a member of the Association, said owner shall be governed by the Articles of Incorporation, By-Laws and Rules and Regulations of the Association. Conveyance of title or rental by owners of any patio-villa located within Development shall be subject to prior approval of the Board of Directors of the Association which approval shall not be unreasonably withheld.

7. The Association shall collect a monthly charge from each patio-villa owner. This charge shall be used to maintain the common property, and shall be defined as being "current expenses" within the terms of the By-Laws for SUMMIT RUN HOMEOWNERS ASSOCIATION, INC. Current expenses shall include lawn and landscape maintenance, master television antenna system, if any maintenance for the common property and other expenses incurred in the maintenance and operation of SUMMIT RUN property. The charge shall be that which is set by the Association which may be modified from time to time in keeping with the necessary adjustments in the amount required to properly maintain and operate SUMMIT RUN property. Each patio-villa owner shall be responsible for paying his assessment charge on a current basis. Failure to pay the assessment shall result in the imposition of a lien upon his patio-villa by the Association for such sum and in this event the Association shall be entitled to attorney's fees and costs. In addition to the semi-annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any repair or replacement of any portion of the common property, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a members' meeting duly called for this purpose under the terms set forth in

the By-Laws of SUMMIT RUN HOME OWNERS ASSOCIATION, INC., said assessment shall include pro-rata share of Association insurance premium. Any monthly charge not paid within ten days (10) after due shall carry a \$10.00 late charge.

8. Each patio-villa owner shall have perpetually the full free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the patio-villa owner. This use, is however, subject to the right of the individual patio-villa owner to the exclusive use of the parking spaces as assigned by the Association.

9. All mortgagees of patio-villa owners shall specifically have a complete right of access to all of the common property for the purpose of ingress and egress to any and all patio-villas upon which they have a mortgage loan.

10. When the mortgagee of a first mortgage of record or other purchaser of a patio-villa obtains title to the dwelling as a result of foreclosure of the first mortgage, or by a deed taken in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for any delinquent assessments due the Association pertaining to such patio-villa or chargeable to the former patio-villa owner of such parcel which became due prior to acquisition of title as a result of the foreclosure or by a deed taken in lieu of foreclosure until said patio-villa is either sold or leased by the first mortgage holder. Such unpaid assessments shall be deemed to be a common assessment, collectible from all of the patio-villa owners including such acquirer, his successor or assigns.

11. Easements are specifically provided throughout the common property for any and all necessary utility services that may be necessary.

12. The undersigned shall retain control of the Association until all of the contemplated improvements have been completed and all sales have been closed or until such time as the undersigned elects to terminate its control of the Association, whichever shall first occur. During such period, the undersigned has the sole right to amend this declaration of protective covenants, conditions and restrictions without requirement of the joinder of any patio-villa owner.* Provided, however, written joinder and consent of all mortgagees of any patio-villa unit shall be required. Further provided that no amendment shall effect in any way, the common area maintenance obligations of the SUMMIT RUN HOME OWNERS ASSOCIATION.

13. In no event shall any exterior radio or television antennas be permitted.

14. Any lien referred to in this Declaration shall not be effective unless and until same has been recorded in the Public Records of Palm Beach County, Florida.

15. In the event a patio-villa unit is damaged, through an act of God or other casualty, that unit owner shall promptly cause his patio-villa to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications. It shall be the duty of the Association to enforce such repair and building of the patio-villa unit to comply with this responsibility.

16. The common walls, and limited common property shared by the patio-villa units shall be party walls, and limited common property for the perpetual benefit of and use by the owner, including his heirs, assigns, successors and grantees, or each patio-villa unit.

17. In the event of damage or destruction of the party walls, and limited common property from any cause whatsoever, other

*Subsequent to transfer of control by Developer to Homeowners Association, amendments to these restrictive covenants shall be implemented upon recommendation of the Board of Directors and approved by a majority of all patio-villa owners, together with consent of all mortgagees of any patio-villa unit; provided, any amendment which would affect the surface water management system, including the

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than the negligence or willful misconduct of a patio-villa owner, then patio-villa owners shall, at their joint expense, repair and rebuild said wall(s), and limited common property, and each patio-villa owner shall have the right to full use as herein contained of said wall(s), and limited common property repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance thereon the whole or any part of the party walls, and limited common property, such expense shall be shared equally by the owners of patio-villa units or their successors in title. Whenever such wall, and limited common property or any part thereon shall be re-built, it shall be erected in the same manner and at the same location where it shall initially be constructed, and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) patio-villa unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a patio-villa owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other patio-villa owner may have such wall repaired or reconstructed and shall be entitled to a lien on the patio-villa of the owner so failing to pay for the amount of such defaulting owner's share of the repair or replacement. If a patio-villa owner shall give, or shall have given, a mortgage or mortgages upon his patio-villa, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the patio-villa unit owners. If a patio-villa owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent patio-villa owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any patio-villa owner removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve the rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damages caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary all necessary entries on the adjacent patio-villa unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent patio-villa unit to effect necessary repairs and reconstruction.

18. The owner of any patio-villa unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor make any alterations, additions or structural changes in the party wall. The owner of any such patio-villa unit shall have the right to the full use of said party walls, and limited common property for whatever purposes he chooses to employ subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining patio-villa unit or his enjoyment of said walls or limited common property in any manner impair the value of said walls or limited common property. Each common wall and limited common property to be constructed on the above described lots is to be and remain a party wall, and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition.

19. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A", this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one patio-villa owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

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20. The responsibility for maintenance of commonly used areas within the development, consisting of roadways, recreation areas, drainage facilities, and limited parking areas, shall rest with Summit Run Homeowners Association, Inc., with said areas to be deeded by Developer to Homeowners Association.

21. Additional residential property and/or Common Area may be annexed to the Properties of Declarant without obtaining consent from any other party, including Owners or any mortgagees of any lots. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant in the Public Records of Palm Beach County, Florida. The short form of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Property.

Homeowners Association shall be vested with powers of imposition and collection of liens set forth in Paragraph 2 & 7 of Declaration of Covenants with regard to any unpaid assessments against Developers rental site with regard to fair share of overall maintenance costs of above areas to be borne by Developer. Copy of Articles of Incorporation and By-Laws of Summit Run Homeowners Association, Inc., and current Rules and Regulations are attached hereto and made a part hereof.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (25) years from the date these covenants are recorded after which time they shall be extended automatically for successive period of ten (10) years, unless an instrument signed by a majority of the owners of the patio-villas and their mortgagees has been recorded agreeing to change the covenants in whole or in part, except as otherwise provided in Paragraph 11 above, *

Enforcement shall be by action against any person or persons violating or attempting to violate any covenants, either to restraint violation or to recover damages. The party bringing the action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the services of his attorney.

Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.

No portion of the plat of Summit Run containing exterior open space may be vacated, if, as a result of said vacation, the minimum open space requirements for the Summit Run development as a whole would be violated.

That SUMMIT RUN HOME OWNERS ASSOCIATION, INC., shall be responsible for a pro rata share for maintenance and drainage connected with Summit Pines Boulevard, which services the entire Summit Pines Development.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17th day of October, 1985.

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*to-wit, obligation for maintenance of all roadways, easements, and water management areas shall remain with individual patio-villa owners within plat of Summit Run.

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SCHEDULE "A"

LEGAL DESCRIPTION

That part of the Northeast Quarter (N.E. 4) of Section 11, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commence at the Northwest corner of the said Northeast Quarter (N.E. 4) of Section 11; thence S. 0°28'17"E., along the West line of said Northeast Quarter (N.E. 4), 1399.85 feet; thence N. 89°31'43"E., 60.00 feet to the Point of Beginning; thence S. 75°00'00"E., 400.27 feet; thence S. 87°32'15"E., 44.30 feet; thence N. 83°20'15"E., 113.60 feet; thence N. 74°08'01"E., 39.96 feet; thence N. 64°55'48"E., 120.38 feet; thence N. 54°30'00"E., 134.58 feet; thence East, 27.49 feet; thence South, 98.60 feet; thence East 25.00 feet; thence South 100.00 feet; thence East 207.38 feet to a point on a curve concave Northeast-erly with a radius of 470.00 feet and a central angle of 39°05'10" (a line radial to said curve bears S. 64°03'09"W.); thence Southeast-erly, along the arc of said curve, 320.62 feet; thence S. 73°09'22"W., 33.33 feet; thence S. 31°20'45"W., 20.81 feet to a point of curvature of a curve concave Northwest-erly with a radius of 139.18 feet and a central angle of 32°33'50"; thence Southwest-erly, along the arc of said curve, 79.10 feet; thence S. 63°54'35"W., 300.62 feet to a point of curvature of a curve concave Southeast-erly with a radius of 66.92 feet and a central angle of 49°59'09"; thence Southwest-erly, along the arc of said curve, 58.38 feet; thence S. 13°55'26"W., 369.64 feet to a point of curvature of a curve concave Easterly with a radius of 260.13 feet and a central angle of 14°25'45"; thence Southerly, along the arc of said curve, 65.51 feet; thence S. 0°30'19"E., 85.00 feet; thence S. 89°29'41"W., 119.92 feet; thence S. 0°30'19"E., 96.00 feet to the South line of the said Northeast Quarter (N.E. 4) of Section 11; thence S. 89°29'41"W., along said South line, 577.55 feet to a line 60.00 feet East of and parallel with the said West line of the North-east Quarter (N.E. 4) of Section 11; thence N. 0°28'17"W., along said parallel line 1280.37 feet to the said Point of Beginning.

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WILL CALL : #55 ✓

WILL CALL : #55

AMENDMENT TO
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS OF

SUMMIT RUN
A Patio-Villa Community
Palm Beach County, Florida

Providing for Addition of

SUMMIT PINES UNIT FOUR

Return Gene Moore
P. O. Box 910
Boynton Beach, Fla.
Rec. —
File. St. —
Sertex —
Intang. —

1. Pursuant to provisions of Paragraph 21 of the original Declaration of Covenants for SUMMIT RUN, recorded in Official Record Book 4799, Page 0230, Public Records of Palm Beach County, Florida, the undersigned Declarants hereby add to said development, SUMMIT PINES UNIT FOUR, as more particularly described in legal description attached hereto and made a part hereof. Said area shall, upon approval of the Palm Beach County Commission, be recorded in the Public Records of Palm Beach County, Florida, in the form of a subdivision plat.
2. Upon recording of this document, all units to be constructed on the plat of SUMMIT PINES UNIT FOUR shall be subject to all terms and provisions of original Declaration of Covenants, Conditions and Restrictions for SUMMIT RUN referred to hereinabove, and members of the Association shall be responsible for maintenance of all common areas delineated and set forth on

the plat of SUMMIT PINES UNIT FOUR, recorded in Plat Book 55 at Pages 83 and 84 of the Public Records of Palm Beach County, Florida
IN WITNESS WHEREOF, we have set our hands and seals this

30th day of December, 1986.

In the presence of:

SUMMIT PINES VENTURE,
a joint venture
By:

FOREST HILL DEVELOPMENT CORP.

By: Felix Granados, Sr. Pres.

(Corp. Seal)

GREEN FOREST HILL CORP.

By: Felix Granados, Jr. Pres.

(Corp. Seal)

086800 EB

1987 JAN 12 AM 11:33

1360
B5138 P1810

GENE MOORE
LAWYER
P. O. BOX 910
138 EAST OCEAN AVENUE
SUITE 408
BOYNTON BEACH, FLORIDA
33436

THIS INSTRUMENT WAS PREPARED BY
GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33436

[Signature]
[Signature]

LOBOGE CORP., N.V., a Netherland/
Antilles Corporation, authorized
to do business in the State of Florida

By: *[Signature]*
Eugenio R. Fernandez, V.P.

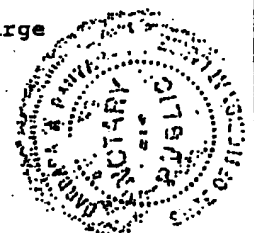


"Joint Venturers"

STATE OF FLORIDA
COUNTY OF PALM BEACH.

The foregoing instrument was acknowledged before me,
this 30th day of December, 1986, by FELIX GRANADOS, SR., President
of Forest Hill Development Corp.; FELIX GRANADOS, JR., President
of Green Forest Hill Corp.; and EUGENIO R. FERNANDEZ, Vice Presi-
dent of Loboge Corp., N.V., a Netherland/Antilles Corporation,
authorized to do business in the State of Florida, on behalf of
their respective corporations

[Signature]
NOTARY PUBLIC
State of Florida at Large
My commission expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 22, 1988
BONDED THREE THOUSAND DOLLARS

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118188153

GENE MOORE
LAWYER
P. O. BOX 918
38 EAST OCEAN AVENUE
SUITE 408
OCEAN BEACH, FLORIDA
33436

SHEET 1 OF 2 SHEETS

DESCRIPTION

That part of the Northeast Quarter (N.E.1/4) of Section 11, Township 44 South, Range 42 East, Palm Beach County, Florida, described as follows:

Commence at the Southeast Corner of said Northeast Quarter (N.E.1/4) of Section 11; thence S.89°29'41"W., (assumed), along the South Line of said Northeast Quarter (N.E.1/4) of Section 11, 798.05 feet to the Point of Beginning; thence continue S.89°29'41"W., along said South Line, 1086.99 feet to the East Line of the plat of SUMMIT PINES UNIT TWO, according to the plat thereof recorded in Plat Book 52, at pages 173, 174 and 175 of the Public Records of Palm Beach County, Florida; thence N. 0°30'19"W., along said East Line, 96.0 feet; thence N.89°29'41"E., along said Easterly Boundary, 119.92 feet; thence N.0°30'19"W., along said East Line, 85.0 feet to a point of curvature of a curve concave easterly with a radius of 260.13 feet and a central angle of 14°25'45"; thence northerly, along the arc of said curve and along said East Line, 65.51 feet; thence N.13°55'26"E., along said East Line, 369.64 feet to a point of curvature of a curve concave southeasterly with a radius of 66.92 feet and a central angle of 49°59'09"; thence northeasterly, along the arc of said curve and along the Easterly Boundary of said plat of SUMMIT PINES UNIT TWO: 58.38 feet; thence N.63°54'35"E., along said Easterly Boundary, 380.62 feet to a point of curvature of a curve concave northwesterly with a radius of 139.18 feet and a central angle of 32°33'50"; thence northeasterly, along the arc of said curve and along said Easterly Boundary, 79.10 feet; thence N.31°20'45"E., along said Easterly Boundary, 28.81 feet; thence N.73°09'22"E., along said Easterly Boundary, 33.33 feet to the South Line of Summit Pines Boulevard (TRACT A) as shown on the plat of SUMMIT PINE UNIT ONE according to the plat thereof recorded in Plat Book 52 at pages 31, 32, 33 and 34 of the Public Records of Palm Beach County, Florida; thence easterly, along said South Line, being a curve concave northerly with a radius of 470.0 feet, a central angle of 21°57'59" and an initial tangent bearing S.65°02'01"E.; thence easterly, along the arc of said curve, 180.19 feet; thence S.87°00'00"E., along said South Line, 244.74 feet to a point of curvature of a curve concave northerly with a radius of 490.0 feet and a central angle of 1°26'01"; thence easterly, along the arc of said curve and along said South Line, 12.26 feet; thence S.3°00'00"W., 392.22 feet; thence S.10°51'01"W., 120.39 feet; thence S.0°30'19"E., 327.90 feet to the said Point of Beginning.

RECORD VERIFIED
PALM BEACH COUNTY, FLA.
JOHN B. DUNKLE
CLERK CIRCUIT COURT

85138 P1812



BY-LAWS

OF

SUMMIT RUN HOMEOWNERS ASSOCIATION, INC.

A Corporation not for profit under
the laws of the State of Florida.

ARTICLE I

IDENTITY

These are the By-Laws of the SUMMIT RUN HOME OWNERS ASSOCIATION, INC., hereafter called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State on the 17th day of October, 1985. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in Palm Beach County, Florida, which lands, and personal property are to be used in common by the members of the SUMMIT RUN HOME OWNERS ASSOCIATION, INC., which members shall all be property owners at SUMMIT RUN. Such operation by the Association shall include the management of SUMMIT RUN in keeping with the terms and conditions as set forth in the "Declaration of Covenants, Conditions and Restrictions" of SUMMIT RUN, and the enforcement of such covenants, conditions and restrictions.

A. The office of the Association shall be at 639 E. Ocean Ave., #409, Boynton Beach, Florida 33435.

B. The fiscal year of the Association shall be the calendar year.

C. The seal of the Association shall bear the name of the corporation, the word, "Florida" the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

D. For the purpose of these By-Laws, the term "patio-villas" shall include and mean all residential improvements on parcels of land connected with this development.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meetings shall be held at such location as shall be designated in the Notice of Meeting at 10:00 A.M., Eastern Standard Time, on the first Tuesday in March of each year, for the

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LAWYER
P. O. BOX 910
640 EAST OCEAN AVENUE
SUITE 10
BOYNTON BEACH, FLORIDA
33435

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GENE MOORE
ATTORNEY-AT-LAW
P. O. BOX 910
BOYNTON BEACH, FLORIDA 33435

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Return: Gene Moore
P. O. Box 910
Boynton Beach, Fla.
Rec. _____
Fla. St. _____
Supt. _____
Intang. _____

purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

E. Voting

1. In any meeting of members the owners of patio-villas shall be entitled to cast one vote as the owner of a patio-villa unless the decision to be made is elsewhere required to be determined in another manner.

2. If a patio-villa is owned by one person his right to vote shall be established by the record title to his patio-villa. If any patio-villa is owned by more than one person, or is under lease, the person entitled to cast the vote for the patio-villa shall be designated by a certificate signed by all of the record owners of the patio villa and filed with the Secretary of the Association. If a patio-villa is owned by a corporation, the person entitled to cast the vote for the patio-villa shall be designated by a certificate signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the patio-villa concerned. A certificate designating the person entitled to cast the vote of a patio-villa may be revoked by any owner of a patio-villa. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

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Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal 90% of the ^{total} votes outstanding in the Class B membership; or

(b) the expiration of five years from the date on which the first lot is conveyed by the Declarant to a resident owner.

ARTICLE VII

DIRECTORS, OFFICERS AND INCORPORATORS

The affairs of this Association shall be managed by a Board of up to five (5) Directors, who need not be members of the Association, except that the initial Board of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors and Officers until the selection of their successors and who are also the subscribers to these Articles, are:

<u>Name</u>	<u>Address</u>
Gene Moore.	639 E. Ocean Ave., Suite 409 Boynton Beach, FL 33435
Arlene V. Marsh	639 E. Ocean Ave., Suite 409 Boynton Beach, FL 33435
Patti N. Reisig	" " "

The above-named individuals constitute incorporators hereunder. At the first annual meeting, the members shall elect two (2) Directors for a term of one year each, and three (3) Directors for a term of two years each. At each annual meeting thereafter, the members shall elect number of Directors to be elected for a term of two years each.

ARTICLE VIII

DIVIDENDS

There shall be no dividends paid to any of the members nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event there are any

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33435

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

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Covenants and By-Laws. The voting rights of the owners of Lots or Dwelling Units in said SUMMIT RUN shall be as set forth in the Declaration of Covenants and/or By-Laws.

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance of such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

The corporation shall exist perpetually.

ARTICLE XI

BY-LAWS

The original By-Laws are to be made by the Board of Directors and/or Declarer under the Declaration. The same may

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GENE MOORE

LAWYER

P. O. BOX 510

606 EAST GREEN AVENUE

SPRING LAKE

SPRING LAKE, FLORIDA

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G. Adjourned Meetings If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of Business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New Business.
11. Adjournment.

I. Proviso Provided, however, that until the Developer of SUMMIT RUN has completed all of the contemplated improvements and closed the sales of all of the patio-villa located at SUMMIT RUN, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

ARTICLE III

DIRECTORS

A. Membership The affairs of the Association shall be managed by a board of not less than three (3) nor more than five (5) directors, the exact number to be determined at the time of election.

B. Election of Directors shall be conducted in the following manner:

1. Election of Directors shall be held at the annual members' meeting.

2. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

3. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

5. Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

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6. Provided, however, that until the Developer of SUMMIT RUN has completed all of the contemplated improvements and closed the sales of all of the patio-villas at the SUMMIT RUN Patio-Villas, or until the Developer elects to terminate its control of the Association shall serve, and in the event of vacancies the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer.

C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days to the day named for such meeting.

F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

H. A. quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

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L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Directors' fees, if any, shall be determined by members.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by owners where such approval is specifically required.

ARTICLE V

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officers of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

C. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

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E. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all employees of the Association shall be fixed by the Directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts The receipts and expenditures of the Association shall be created and charged to accounts under the following classification as shall be appropriate, all of which expenditures shall be common expenses:

(1) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(1) Current expense.

(2) Reserve for deferred maintenance.

(3) Reserve for replacement.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

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(5) Operation, the amount of which may be to provide a working fund or to meet losses.

(6) Provided, however, that the amount of each budgeted item may be increased over the foregoing limitations when approved by owners entitled to cast not less than seventy-five (75%) percent of the votes of the entire membership of the Association; and further provided that until the Developer has completed all of the contemplated improvements and closed the sales of all patio-villas at SUMMIT RUN or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 31, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31 preceding the year for which the assessments are made. Such assessments shall be due in twelve equal installments on the first days of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and semi-annual installments on such assessments shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the prior approval of the membership of the Association as previously required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July 1, one-half of the increase shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association. Assessments for repair and maintenance of the limited common property shall be made as funds are expended or liability therefore is incurred by the Association.

D. Acceleration of assessment installments upon default.

If a patio-villa owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the patio-villa owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the patio-villa owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

E. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such expenditures is given to the patio-villa owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the patio-villa owners concerned, the assessment shall become effective and shall be due after thirty (30) days notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

F. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

G. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three members of the Association none of which shall be Board members. The cost of the audit shall be paid by the Association.

H. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VII

PARLIAMENTARY RULES

These By-Laws may be amended in the following manner:

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

B. A resolution adopting 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, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by:

1. Not less than 75 percent (75%) of the entire membership of the Board of Directors and not less than 75 percent (75%) of the votes of the entire membership of the Association; or

2. Not less than 80 percent (80%) of the votes of the entire membership of the Association; or

3. Until the first election of directors, by all of the directors.

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C. Proviso. Provided, however, that no amendment shall discriminate against any patio-villa owner nor against any patio-villa or class group of patio-villas unless the patio-villa owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation.

D. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of the execution of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida.

The foregoing were adopted as the By-Laws of SUMMIT RUN HOME OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 17th day of October, 1985.

SUMMIT RUN HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
President

ATTEST:

[Signature]
Secretary

(Notary Seal)

B4799 P0253

Prepared by & return to:

Patti Heidler Ladwig
Patti Heidler Ladwig, P.A.
Wellington Country Plaza
12765 W. Forest Hill Boulevard
Suite 1312
Wellington, Florida 33414

Certificate of Ratification and
Repromulgation of Rules and Regulations and
Resolution Authorizing the Recording of the Rules
and Regulations of Summit Run Homeowners Association, Inc.

WITNESSETH:

WHEREAS, Summit Run Homeowners Association, Inc., a Florida not-for-profit corporation, is the governing homeowners association for the Summit Run community in accordance with the Declaration of Covenants and Party Wall Agreement of Summit Run, a patio-villa community Palm Beach County, Florida, recorded in the Official Records of Palm Beach County, Florida commencing at Official Records Book 4799 beginning at page 230; and

WHEREAS, The Board of Directors of Summit Run Homeowners Association, Inc., hereinafter "BOARD," is the entity responsible to provide for the maintenance, preservation, and architectural control of the residence lots and common areas and all improvements thereon known as the Summit Run community and to promote the health, safety, and welfare of the residents of the community; and

WHEREAS, the BOARD has the responsibility to enforce the Rules and Regulations of the Summit Run community; and

WHEREAS, Rule 2 of the Rules and Regulations for Summit Run provides:

"Offensive pets may be removed by the Association after notice to the Owner, with the prevailing party being entitled to recover the cost of proceedings and reasonable attorney fees. Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or cat which shall not exceed forty pounds. Pets shall be on a leash at all times when not confined within the Owner's patio-villa or courtyard. Dogs shall not be walked on grass other than immediately surrounding Owner's courtyard. Patio-villa Owners shall be limited to one (1) pet per unit"; and

WHEREAS, the BOARD has determined that in the past, there have been instances where these Rules and Regulations regarding pets have not been strictly enforced and that this lack of enforcement is detrimental to the common good of the community which must be reversed; and

WHEREAS, Section 8 of the Declaration of Covenants and Party Wall Agreement of Summit Run, a patio-villa community Palm Beach County, Florida, provides:

"Each patio-villa owner shall have perpetually the full free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the patio-villa owner. This use, is however, subject to the right of the individual patio-villa owner to the exclusive use of the parking spaces as assigned by the Association"; and

WHEREAS, the BOARD has determined that in the past, owners have installed structures such as patios and fences that have encroached onto the common property of the Summit Run Homeowners Association, Inc.; and

WHEREAS, the BOARD has determined that it will be difficult at this time to pursue these encroachments and that these encroachments and the lack of enforcement pertaining thereto is detrimental to the common good of the community which must be reversed; and

WHEREAS, in an effort to ensure that all are aware of Summit Run Homeowners Association, Inc.'s Rules and Regulations, Summit Run Homeowners Association, Inc. believes it to be in the best interest of the Association that Summit Run Homeowners Association, Inc.'s Rules and Regulations be recorded in the Public Records of Palm Beach County; and

WHEREAS, the BOARD, at a duly called and noticed meeting thereof, held on June 1, 2000, voted to ratify and repromulgate the above-referenced Rules and Regulations governing the Summit Run community and to adopt and record in the Public Records of Palm Beach County Summit Run Homeowners Association Rules and Regulations attached hereto as Exhibit "A".

NOW, therefore, it has been resolved that the above-referenced Rules and Regulations and Section 8 of the Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement of Summit Run, a patio-villa community Palm Beach County, Florida, are hereby ratified and repromulgated pursuant to the powers granted the Board of Directors in the governing documents of the Summit Run community and that Summit Run Homeowners Association Rules and Regulations attached hereto as Exhibit "A" be recorded in the Public Records of Palm Beach County, Florida.

The undersigned, being the President and Secretary of Summit Run Homeowners Association, Inc., a not-for-profit corporation, do hereby certify that the foregoing resolution of the Board of Directors of Summit Run Homeowners Association, Inc. was approved and passed by the Board of Directors on June 1, 2000.

Signed, Sealed and Delivered
in the presence of

Summit Run Homeowners
Association, Inc.
a Florida not-for-profit
corporation

Mary C. Ellis
MARY C. ELLIS

Jeff D. Buz
Jesse H. Buz

By: Nancy Bliss
Nancy Bliss, President

Attest:

Rosemary Hawley, Secretary

State of Florida)
County of Palm Beach) ss

The foregoing instrument was acknowledged before me this 18th day of JULY 2000 by Nancy Bliss and Rosemary Hawley, President and Secretary, respectively of Summit Run Homeowners Association, Inc, a Florida, not-for-profit corporation on behalf of the corporation, who [X] are personally known OR [] have produced _____ as identification and who has not taken an oath.

(CORPORATE)

A circular notary seal for Charles Hollingsworth, a Notary Public in the State of North Carolina. The seal features his name 'CHARLES HOLLINGSWORTH' around the top inner edge, 'NOTARY PUBLIC' in the center, and 'STATE OF NORTH CAROLINA' around the bottom inner edge. The seal is stamped in black ink and appears slightly worn.

Charles Hollingsworth
(Signature of Notary Public)
CHARLES HOLLINGSWORTH

(Print Commissioned Name)

(NOTARY PUBLIC)

My Commission Expires:
Commission No.:

C:\DOCS\SUMMIT\GENERAL\REPRONULGATION RULES

Charles E Hollingsworth
★ My Commission CC826172
Expires May 19 2003

SUMMIT RUN HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

I. FORWARD:

These Rules and Regulations are either contained in the Declaration of Covenants, Conditions and Restrictions or have been approved by the Board of Directors of Summit Run Homeowners Association, Inc., after careful consideration and supersede all previous Rules and Regulations. These rules are intended to protect the property values and interests of all homeowners and to complement the Association's documents as amended.

These Rules and Regulations may be amended, added to and supplemented from time to time and may be further revised by the Association whenever they become obsolete, inequitable or fail to cover existing situations.

It is recommended that all owners read their "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" and related documents which spell out each owner's rights and contractual obligations to Summit Run Homeowners Association.

II. DEFINITIONS:

- A. ASSOCIATION/HOMEOWNERS ASSOCIATION: Summit Run Homeowners Association, Inc. is referred to as the "Association" or "Homeowners Association" in this document and is a non-profit corporation organized under Florida Statutes for the purpose of providing for maintenance preservation and architectural control of the residence lots and common areas of Summit Run and to promote the health, safety and welfare of Summit Run Homeowners Association's residents. The property, business and affairs of the Association are managed by an elected Board of Directors who has hired a professional management company to assist with this task.
- B. HOMEOWNER: The person or persons whose name(s) appear on the warranty deed to such unit.
- C. COMMON AREA: The grounds external to homeowner property lines including the Lake Worth Drainage District areas, buffers, easements, and the recreation grounds.
- D. COMMON FACILITIES: The recreation area including the pool, clubhouse, tennis courts and handball courts.

III. PROPERTY MANAGEMENT/COMMUNICATIONS:

The Association has contracted with a professional property management company, to assist in the day to day operations of the Association.

- A. **ASSERTING CONTROL:** No owner or resident shall direct, supervise or in any manner attempt to assert any control over the management company or employees of the Association.
- B. **CORRESPONDENCE:** All suggestions and complaints relating to the maintenance or operation of the Association should be directed to the management company.
- C. **COMPLAINTS:** Any complaint alleging a violation or violations of these Rules and Regulations shall be made to Management in writing. Communication with Management may be made by telephone, but written complaints start the initial process.

IV. RESPONSIBILITY:

The successful operation of a Homeowners Association requires the understanding and cooperation of all owners. It is therefore important that each owner be thoroughly familiar with and observe all Rules and Regulations.

- A. **OWNER:** Each homeowner is responsible for the proper conduct of members of his/her family, guests, invitees, tenants and their guests and invitees. Furthermore, each homeowner is responsible for any and all damages to common property or expenses caused by such owner, members of his/her family, guests, invitees, tenants and their guests and invitees. Each homeowner should be certain that they too understand and observe all Rules and Regulations governing the Summit Run community.
- B. **TENANT/GUEST/INVITEE:** Tenants, guests, or invitees are responsible for complying with these rules. Tenants are responsible for the proper conduct of their guests and invitees. In addition, each homeowner is responsible for compliance by his/her tenants, guests, and invitees with these Rules and Regulations of the Association.
- C. **PERSONAL ITEMS:** The Homeowners Association is in no way responsible for personal items left in the common areas.
- D. **MAILING ADDRESS AND TELEPHONE NUMBERS:** Each homeowner is responsible for providing the Association with a current mailing address and telephone number (local and long distance). Notification of such address and telephone number and changes thereto must be made to the Association in writing.

- E. **SALE OR LEASE:** It is the obligation of each owner to notify the Association of the sale or lease of such homeowner's unit and provide the Association with the name and address of the new owner or tenant and a copy of the deed or lease evidencing the transaction. No sale, conveyance or lease of any home located within the community shall be valid unless prior approval is obtained in writing from the Board of Directors. A screening interview must take place prior to approval. An application fee for any sale or lease is required as determined by the Board of Directors. It is the seller's responsibility to ensure that the buyer receives a set of the Governing Documents for Summit Run Homeowners Association Inc.
- F. **NATURAL DISASTER:** Each owner during the hurricane season must prepare his/her unit by (1) removing all furniture, plants and other objects from his/her yard; and (2) in an owner's absence, designate a responsible firm or individual to care for his/her home should the home suffer hurricane damage.

V. COMMON AREA:

- A. The Board shall regulate and modify any landscaping on the common areas. Any plantings, maintaining or removing of materials from on the common areas by any owner, tenant, guest or invitee is strictly prohibited. The Board has the authority to remove any landscaping on common areas.
- B. **ACCESS:** The access routes to the common areas shall be kept clear so that the Association's employees may bring equipment to work on the grounds, trees and/or plantings. The Board may authorize the removal of any obstructions in the access areas.
- C. **PARKING:** No vehicle shall be parked on the parking lot of the recreation area overnight. Residents must park their vehicle in their garage, on their driveway or on the street. No vehicles will be permitted to park on the side of the street surrounding the recreation area. This area must be reserved for emergency vehicles only. Parking or driving on any grass, including swale areas, landscaped areas and easements within the community is prohibited. This restriction includes, but is not limited to, the parking or driving of mopeds, dirt bikes, gas powered vehicles, motorcycles, ATV's, and other such vehicles. The cost to repair damage to the grass, landscaped areas, or the sidewalk pavement caused by the unauthorized parking or driving on these areas, will be charged to the resident/homeowner.
- D. **STREETS:** The streets are to be used by motor vehicles only. They are not to be used for recreational purposes, i.e. children playing in the street.
- E. **IRRIGATION:** The cost to repair damage to the irrigation system resulting from any action of an owner, his/her family, guest, tenant or invitee will be charged to the homeowner.
- F. **LIGHTING:** The cost to repair damage to the lighting resulting from any action of an owner, his/her family, guest, tenant or invitee will be charged to the owner.

- G. OBSTRUCTIONS/UNSIGHTLY OBJECTS: There shall be no obstructions or unsightly objects left in the common areas.
- H. LAKES: Swimming or wading in the lakes is strictly prohibited.

VI. RECREATIONAL FACILITIES:

The Recreational Facilities are for the private use and benefit of the residents of Summit Run and their guests. The Recreation areas shall be closed after dark unless approved in advance in writing by the Board of Directors.

- A. TRASH: Trash shall be deposited in trash receptacles around the pool area. All cigar and cigarette butts must be extinguished and placed in receptacles, not on the pool patio, in shrubs or on the grass.
- B. PARKING: Parking by residents using the facilities is temporarily permitted. NO PERMANENT PARKING OF VEHICLES IS PERMITTED.
- C. POOL:
 - 1. Pool hours are 9:00 a.m. to dusk.
 - 2. The Homeowners Association does not employ a lifeguard. All persons using the pool do so at their own risk. The Homeowners Association is not responsible for accidents or injuries.
 - 3. Use of the pool is limited to owners, tenants and their guests, if accompanied by their resident adult host at all times. Limit of four (4) guests per home.
 - 4. Animals are not allowed within the pool area enclosures.
 - 5. Bicycles, roller skates or skateboards are not permitted inside the pool area at any time.
 - 6. For safety purposes, children under 14 years of age must be accompanied by an adult over the age of eighteen (18) years at all times while in the pool area.
 - 7. All persons must shower before entering pool. No sun tan oil permitted. The oil is a damaging material to the filtration system which causes expensive repairs and replacement. Once the sunbather enters the pool with oil on, the chlorine chemicals wash the oils off the sunbather and it then lingers on the surface of the pool. As the filter does its job, the oil is sucked through and contributes to the breakdown of the filtration mechanism.
 - 8. No diapers permitted in pool.
 - 9. There will be no glass containers or food of any kind in the pool areas.
 - 10. No alcoholic beverages or food permitted in the pool areas at any time.
 - 11. Excessive splashing, cannon-balling, horseplay, boisterous conduct, running or diving will not be permitted and shall be cause for ejection from the pool.
 - 12. Use of scuba equipment, rafts, floats, any types of balls or styrofoam articles will not be allowed in the pool. Use of mask, fins and snorkel will be permitted.
 - 13. Summit Run Homeowners Association, Inc. reserves the right to deny the use of the pool to anyone at any time.

14. Chairs and lounges are provided for the use of Summit Run residents and their guests. These may not be reserved or removed from the pool area.
 15. No private parties are allowed in the pool area.
 16. Bathing suits specifically designed for swimming must be worn in the pool. No pants, cut off shorts, etc. in the pool.
- D. TENNIS COURTS: The tennis courts are strictly for tennis. No roller skating, skate boarding, bicycling, etc. is permitted on the courts. Tennis shoes are required. No visitors or non-resident guests will be allowed to use the courts without a resident present. Period of Play – Singles are allowed one (1) hour of play unless no one is waiting to play on the court. Doubles are allowed one and one-half (1 ½) hours of play unless no one is waiting to play on the court.
- E. CLUBHOUSE: The clubhouse may be reserved by homeowners or lessees. Contact the Management Company for details. No roller skates, skateboards, bicycles, etc. are permitted at the clubhouse area.
- F. DAMAGES/THEFT: Any damage or theft caused by an owner, members of his/her family, guests, invitees, tenants and their guests and invitees, will be charged to the owner.

VII. OWNER AND RESIDENCE:

- A. ARCHITECTURAL CONTROL: All building, fence, wall or other structures and all exterior additions, changes or alterations of any kind must be approved in writing by the Board of Directors prior to construction. This includes the addition or removal of plants, trees, fences, shutters or any other alterations or addition to the exterior of the home. A request for an architectural change application may be obtained by the Management Company. Paint charts are available through the management company of the approved colors of the community. Fences must be painted the same color as the trim of the house. Any alterations or additions installed without the approval of the Board of Directors must be removed at the owner's expense, if the alteration is not permitted by the Board of Directors.

Barbecue cookers shall be used only immediately around the home or on the home's patio.

Nothing shall be placed on common areas such as swings, etc.

House numbers must be clearly visible and at least 4 inches high.

Storm shutters or any type of storm protective materials must be removed within fourteen (14) days after the storm has passed.

- B. TRASH/LAWN CLIPPINGS/LITTER: Trash or lawn clippings/branches, etc. cannot be left at curb before 6:00 p.m. the previous day of pickup and shall be kept from view before that time. Empty containers and recycling bins must be removed from the curb the same day of pickup. Trash shall be placed in plastic garbage bags designed for garbage and securely tied. Then the plastic bag shall

- be placed inside a trash can with a secure fitting lid and should not be in disrepair. Hazardous waste such as batteries, propane tanks and paint cans will not be picked up by the trash hauler. You must contact the waste disposal company to make arrangements for them to pick them up.
- C. **PERSONAL PROPERTY:** Bicycles, toys and other personal property shall be kept, stored and placed in an area not visible from outside of home. Basketball hoops shall not be placed in or at the edge of the street. The basketball hoop must be placed in a location so that the people playing basketball would not be in the street.
 - D. **PETS:** Pets shall be restricted to no more than two pets per dwelling. A pet shall mean a dog or a cat which shall not exceed forty pounds each. Pets shall be on a leash at all times when not confined within the owners or lessees single family home or fenced in area. All pet owners are required to immediately clean up the animals feces.
 - E. **EXTERNAL AREAS OF PROPERTY:** Lots/homes shall be kept in a clean and sanitary manner. The roofs, walls and entire exterior of the home shall be maintained in a clean and repaired condition and the walls must be painted with an approved color when the home starts to peel or becomes stained.
 - F. **NUISANCE:** No nuisance shall be allowed or any use or practice that is a source of annoyance to other residents or interferes with the peaceful possession and proper use of the home by the resident thereof. No resident shall permit any disturbance that will interfere with the rights, comforts or convenience of others. Noise from television sets, stereos, record players, radios, pianos or organs or other such instruments/machines/appliances should be maintained at a level that is inaudible from outside the home with doors and windows closed.
 - G. **FENCE REPAIRS AND MAINTENANCE:** All owners are responsible to maintain their fence.
 - H. **SIGNS:** No "for sale" signs, real estate signs, or other types of signs shall be placed upon any property. They may be displayed in the windows only.
 - I. **SPEED:** The maximum allowable speed within the community shall be twenty (20) miles per hour for any vehicle. All vehicles must come to a full stop at all stop signs within the community. Speed limits must be obeyed.
 - J. **SOLICITING:** No type of solicitation or any type of commercial activity is permitted.
 - K. **UNLAWFUL USE:** No improper, offensive or unlawful use shall be made of any unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.
 - L. **SAFETY AND WELFARE:** The safety and welfare of the residents are generally enhanced by the cooperative atmosphere where residents have proper regard for the comfort of others and other's property. There is to be no activity within any home which can endanger the building structure or persons in proximity thereto.

There is to be no activity that causes flame, smoke, noxious odors or noise which may be objectionable to other Association residents. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit, except those required for normal household use.

- M. **INOPERABLE/UNREGISTERED/UNLICENSED VEHICLES:** A vehicle that cannot operate on its own power shall not remain on the property or road. A vehicle that is unregistered or unlicensed shall not remain on the property or road.

Any vehicle that is leaking oil, transmission fluid, gasoline or the likes is prohibited and the homeowner shall be responsible for any damage or cleaning to the parking area or road caused by such vehicle or the vehicle of such homeowner's tenants, guests, or invitees.

No major vehicle repair or restoration is permitted. There shall be no assembling or disassembling of motor vehicles except for the ordinary maintenance such as changing of oil, tires, batteries or other non heavy duty repair work that would ordinarily be accommodated at a professional repair facility. All motor vehicles must be maintained as to not create an eyesore in the Community.

Large trucks, boats, trailers, motor homes, buses and other such vehicle shall not be allowed to park overnight in the parking area, streets, assigned parking spaces or driveways. Any request for a temporary variance of this rule must be made in advance in writing and must be approved by the Board of Directors.

Owners, lessees, and their guests must use only those parking spaces assigned to their home, their driveway or any non restricted area of the streets within the community. Parking is at no time permitted on any of the grass for any reason whatsoever. Only vehicles performing required maintenance to the common areas for the Association are allowed on the grass. Parking in the community is restricted to the parking regulation as promulgated by the state of Florida, Palm Beach County, the city of West Palm Beach and the Summit Run Homeowners Association, Inc. Board of Directors. Examples of prohibited parking include, but are not limited to, the following: parking that blocks or otherwise inconveniences another owner, lessee or guest from being able to enter or exit their assigned parking space or driveway; parking that would make it difficult or impossible for emergency vehicles or sanitation vehicles from freely and quickly passing; parking on both sides of a street that would prevent another vehicle from passing between them and parking within an area designated by the Board of Directors as a no parking area.

Violation of any parking restrictions may result in the vehicle being towed at the vehicle owner's expense.

- N. **RESIDENTIAL USE:** Each unit is restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees or tenants. No trade or business shall be conducted, nor any commercial use made of any home.

- O. TEMPORARY RESIDENCES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence, either temporarily or permanently.
- P. WASTE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.
- Q. AREAS THAT MUST BE KEPT UNOBSTRUCTED:

RIGHTS-OF-WAY/INTERSECTION: Within the area formed by the rights-of-way line of intersecting streets, the area formed by the long chord of a twenty five (25) feet radius and the intersecting right-of-way lines shall be clear space with no obstructions to vision. Parking is prohibited at all curve areas.
- R. MAINTENANCE FEES: All owners are responsible for paying the monthly Association fees by the first of the month that they are due. A late fee will be added for any payments received after the 10th of the month in which the payment is due. All past due maintenance fees may be turned over to the Association's attorney. If an account is turned over to the Association's attorney for collections, the owner will be responsible for all attorney's fees incurred by the Association. A lien may be placed on the home and foreclosure procedures may be instituted.
- S. MEETINGS: Meetings of the Association may be video or audio taped by any unit owner as long as it is not disruptive to the meeting and the Association is notified in advance of the meeting.
 - 1. The only audio or video equipment and devices which unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light transmissions.
 - 2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
 - 3. Any unit owner videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

VIII. ENFORCEMENT:

The Association, through its elected Board of Directors, has full power and authority to take the following enforcement action(s) against any owner and/or tenant, guest or invitee for such owner and/or tenant, guest or invitee's failure or refusal to comply with the governing documents of the Association and the Rules and Regulations of the Association.

- A. LEGAL ACTION: The Association may file a lawsuit against the owner and/or tenant, guest or invitee.
- B. ATTORNEY'S FEES/COSTS: If the Association is forced to take legal action against an owner, guest, tenant or invitee to redress such owner, guest, tenant, or invitee's failure or refusal to comply with the governing documents of the community and/or rules of the Association, the Association, as the prevailing party of such action, will be entitled to recover the Association's attorney's fees and costs from such owner, guest, tenant or invitee.

WHEREAS, the BOARD has determined that in the past, there have been instances where these Rules and Regulations regarding pets have not been strictly enforced and that this lack of enforcement is detrimental to the common good of the community which must be reversed; and

WHEREAS, Section 8 of the Declaration of Covenants and Party Wall Agreement of Summit Run, a patio-villa community Palm Beach County, Florida, provides:

"Each patio-villa owner shall have perpetually the full free right to the use and enjoyment of all of the common property owned by the Association. This shall include but not be limited to a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all invitees and guests of the patio-villa owner. This use, is however, subject to the right of the individual patio-villa owner to the exclusive use of the parking spaces as assigned by the Association"; and

WHEREAS, the BOARD has determined that in the past, owners have installed structures such as patios and fences that have encroached onto the common property of the Summit Run Homeowners Association, Inc.; and

WHEREAS, the BOARD has determined that it will be difficult at this time to pursue these encroachments and that these encroachments and the lack of enforcement pertaining thereto is detrimental to the common good of the community which must be reversed; and

WHEREAS, in an effort to ensure that all are aware of Summit Run Homeowners Association, Inc.'s Rules and Regulations, Summit Run Homeowners Association, Inc. believes it to be in the best interest of the Association that Summit Run Homeowners Association, Inc.'s Rules and Regulations be recorded in the Public Records of Palm Beach County; and

WHEREAS, the BOARD, at a duly called and noticed meeting thereof, held on June 1, 2000, voted to ratify and repromulgate the above-referenced Rules and Regulations governing the Summit Run community and to adopt and record in the Public Records of Palm Beach County Summit Run Homeowners Association Rules and Regulations attached hereto as Exhibit "A".

NOW, therefore, it has been resolved that the above-referenced Rules and Regulations and Section 8 of the Declaration of Covenants, Conditions and Restrictions and Party Wall Agreement of Summit Run, a patio-villa community Palm Beach County, Florida, are hereby ratified and repromulgated pursuant to the powers granted the Board of Directors in the governing documents of the Summit Run community and that Summit Run Homeowners Association Rules and Regulations attached hereto as Exhibit "A" be recorded in the Public Records of Palm Beach County, Florida.

The undersigned, being the President and Secretary of Summit Run Homeowners Association, Inc., a not-for-profit corporation, do hereby certify that the foregoing resolution of the Board of Directors of Summit Run Homeowners Association, Inc. was approved and passed by the Board of Directors on June 1, 2000.

Signed, Sealed and Delivered
in the presence of

Summit Run Homeowners
Association, Inc.
a Florida not-for-profit
corporation

Mary C. Ellis
MARY C. ELLIS

Jeff H. Bliss
JEFF H. BLISS

By: Nancy Bliss
Nancy Bliss, President

Attest:

Rosemary Hawley, Secy.
Rosemary Hawley, Secretary

State of Florida)
County of Palm Beach) ss



The foregoing instrument was acknowledged before me this 18th
day of JULY 2000 by Nancy Bliss and Rosemary Hawley,
President and Secretary, respectively of Summit Run Homeowners
Association, Inc, a Florida not-for-profit corporation on behalf
of the corporation, who [☒] are personally known OR [☐] have
produced _____ as identification and
who has not taken an oath.



Charles Hollingsworth
(Signature of Notary Public)
CHARLES HOLLINGSWORTH

(Print Commissioned Name)

(NOTARY PUBLIC)

My Commission Expires:
Commission No.:

C:\DOCS\SUMMIT\GENERAL\REPRODUCTION RULES

Charles E Hollingsworth
My Commission CC825172
Expires May 19 2003