

State of Florida



Department of State

I certify from the records of this office that LA VIDA HOMEOWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 26, 1987.

The document number of this corporation is N20819.

I further certify that said corporation has paid all fees due this office through December 31, 1992, that its most recent annual report was filed on April 27, 1992, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

GIVEN under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
29th day of April, 1992.



CR2EO22 (2-91)

Jim Smith
Secretary of State

FILED
1987 MAY 26 11:11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
LA VIDA HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be LA VIDA HOMEOWNERS ASSOCIATION, INC., which is hereafter referred to as the "Association".

ARTICLE II

DEFINITIONS

Each term used herein which is defined in the Declaration of Covenants, Conditions, Restrictions and Easements for La Vida recorded or to be recorded in the Public Records of Palm Beach County, Florida (the "Declaration") shall have the same meaning or definition when used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for La Vida to be recorded in the Public Records of Palm Beach County, Florida, and to enforce the covenants and restrictions created by the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any members or individual person, firm or corporation.

The Association shall have the power:

- A. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- B. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association. Provided, however, the Association shall not have the power to provide financial support to an ad hoc committee or to any other association without the approval of seventy-five percent (75%) of the Membership and, for as long as the Developer holds title to any portion of the Properties, the express written consent of the Developer.

ARTICLE IV

MEMBERS

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer as defined in the Declaration, hereinafter referred to as "the Developer." Class A members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised only by that one person designated in writing by all such members. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership in Section 1, provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect the entire Board of Directors of the Association until such time as Developer no longer holds the title to any portion of the properties subject to the Declaration or to any additional property which may have been brought under the provisions thereof by recorded supplemental declarations.

Section 3. Meetings of Members. The Bylaws of the Association shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting. A quorum for the transaction of business at any meeting of the members shall exist if thirty percent of the total number of members in good standing shall be present or represented at the meeting.

ARTICLE V

CORPORATE EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VI

DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than three nor more than nine persons, but as many persons as the Board of Directors

shall from time to time determine. A majority of the directors in office shall constitute a quorum for the transaction of business. The Bylaws shall provide for meetings of directors, including an annual meeting.

Section 2. Initial Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office until the first annual meeting of members and until qualified successors are duly elected and have taken office, shall be as follows:

Timothy R. Kelly	10168 213th Court South Boca Raton, Florida 33423
Warren S. Abelson	10168 213th Court South Boca Raton, Florida 33428
Donald A. Moss	10168 213th Court South Boca Raton, Florida 33428

Section 3. Election of Members of Board of Directors. Except for the first Board of Directors, directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the Bylaws of the Association, and the Bylaws may provide for the method of voting in the election and for removal from office of directors. All directors shall be members of the Association residing in La Vida or shall be authorized representatives, officers, or employees of corporate members of the Association provided that such limitations shall not apply to Directors appointed by the Developer.

Section 4. Duration of Office. Members elected to the Board of Directors shall hold office until they resign or until the next succeeding annual meeting of members, and thereafter until qualified successors are duly elected and have taken office.

Section 5. Vacancies. If a director elected by the general membership shall for any reason cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the unexpired term.

ARTICLE VII

OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provisions of the Bylaws, shall be elected by the Board of Directors for terms of one year and until qualified successors are duly elected and have taken office. The Bylaws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and Vice President shall be directors; other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the annual meeting of directors and until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Timothy R. Kelly	10168 213th Court South Boca Raton, Florida 33428
Treasurer	Donald A. Moss	10168 213th Court South Boca Raton, Florida 33428
Secretary	Warren S. Abelson	10168 213th Court South Boca Raton, Florida 33428

ARTICLE VIII

BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles of Incorporation. Such Bylaws may be altered, amended or repealed by the membership in the manner set forth in the Bylaws.

ARTICLE IX

AMENDMENTS

Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of two-thirds of the Members of the Association; provided, however, that (a) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association, (b) that these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment for so long as the Developer is the Owner of any Lot, and (c) that these Articles shall not be amended in any manner which conflicts with the terms, covenants and provisions contained in the Declaration.

ARTICLE X

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement thereof to which such person may be a party or may become involved by reason of being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duty; provided that in the event of a settlement, the indemnification provided for herein shall apply only if and when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such director or officer may be entitled under statute or common law.

ARTICLE XI

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be invalid, void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XII

REGISTERED AGENT

The name and address of the initial registered agent of the Corporation is Timothy R. Kelly, 10168 213th Court South, Boca Raton, Florida 33428

ARTICLE XIII

INCORPORATOR

Timothy R. Kelly, whose address is 10168 213th Court South, Boca Raton, Florida 33428, is the Incorporator to these Articles of Incorporation.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 19th day of May, 1987.

Timothy R. Kelly
Incorporator/Registered Agent

STATE OF FLORIDA)
 : ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of May, 1987, by Dorlene J. Smith.

Dorlene J. Smith
Notary Public, State of Florida
Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 25, 1988
BONDED THRU GENERAL INS. UND.

FILED
MAY 26 11:31
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

BY-LAWS OF
LA VIDA HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Purposes and Powers

The Association shall be responsible for the general management and supervision of the Property and the ownership of the Common Area thereof and shall have all the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration of Covenants, Conditions, Restrictions and Easements for La Vida (the "Declaration"). Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Florida which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

Offices

2.01. **Registered Office.** The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Florida as the Board of Directors may from time to time determine.

2.02. **Principal Office.** The principal office of the Association shall be maintained in Boca Raton, Florida.

ARTICLE III

Membership

3.01. **Voting Members.** 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. 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 an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots. Voting rights with regard to each Member are set forth in Section 3.02 hereof.

3.02. **Classes of Membership.** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 3.01, provided that the Declarant shall not be a Class A Member until the Transfer Date. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.01. When more than one person holds such interest in any Lot, all such persons shall be Members. 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.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership in Section 3.01; provided that the Class B membership shall cease and be converted to Class A membership on the Transfer Date.

3.03. **Meetings.**

(a) **Quorum; Procedure.** Meetings of the Members shall be held at the principal office of the Association or at such other place in Palm Beach County, Florida as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.02 above shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at a meeting, or consent to any action of the Association without a meeting.

(b) **Initial and Annual Meeting.** The initial meeting of the Members shall be held at such time as may be designated upon thirty (30) days' written notice given by the Declarant, provided that such initial meeting shall be held no later than one (1) year from the date the Declaration was recorded. Thereafter, there shall be an annual meeting of the Members on the first Tuesday of April of each succeeding year, at 7:30 P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day succeeding such date which is not a legal holiday.

(c) **Special Meetings.** Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration of these By-Laws, require the approval of all or some of the Members, or for any other reasonable purposes. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having one-half (1/2) of the total votes entitled to be cast by Class A Members as provided in Section 3.02 above, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.04. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board. The notices required herein shall state the specific purpose and the nature of the business for which the meeting is called. At any meeting, no business may be transacted other than that specified in the notice.

3.03. **Proxies.** At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV

Board of Directors

4.01 **Board of Directors.** The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board, consisting of five (5) persons who shall be elected in the manner hereinafter provided, except for the first Board appointed by the Declarant (or its designee) which shall be three (3) in number. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board, with the exception of the Board members initially appointed by the Declarant (or its designee) shall be one of the Owners (including the Declarant); provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal

entity shall be eligible to serve as a member of the Board and provided further that in the event a member of the Board has entered into a contract to sell his Dwelling and vacates the Dwelling prior to the consummation of that transaction, such member shall no longer be eligible to serve on the Board and his term of office shall be deemed terminated.

4.02 Determination of Board to be Binding. All matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners subject, however, to the jurisdiction of any applicable court of law.

4.03 Election of Board Members. At the initial meeting of the Members and at all subsequent annual meetings of the Members there shall be elected a Board. In all elections for members of the Board, each Member shall be entitled to vote on a non-cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The initial Board designated by the Declarant pursuant to Section 4.01 hereof shall serve for a period commencing on the date the Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Members held as provided in Section 3.03(b) hereof. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board Members shall be elected at the initial meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon the expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure the Declarant or its designee may appoint a Board which shall have the same powers and authority as given to the Board generally, as provided hereinafter, and such appointed Board shall function until such time as the initial meeting of the Members is held.

4.04 Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.05 Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.07 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled by the remaining members of the Board or by the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

4.06 Election of Officers. The Board shall elect from among its members a President who shall reside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.07 Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.08 Meeting of Board. The initial meeting of the Board shall be held immediately following the initial meeting of the Members and at the same place. At such meeting the Board shall elect its officers to serve until the first annual meeting of the Board which shall be held immediately following the first annual meeting of the Members and at the same place. All subsequent annual meetings of the Board shall be held without other notice than the By-Law immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each member, delivered personally or by mail or telegram. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.09 Execution of Investments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

ARTICLE V

Powers of the Board

5.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Property;
- (c) subject to Section 5.04(b) below, to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Area thereof;
- (d) to formulate policies for the administration, management and operation of the Property, and the Common Area thereof;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Area, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the Common Area and certain exterior portions of the Dwellings and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and certain exterior portions of the Dwellings and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such lots which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided;
- (i) to mortgage or sell the Common Area or any portion for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or sale shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class B membership, if any, and signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A Membership has been recorded, agreeing to such mortgage or sale;
- (j) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the articles of incorporation, the Declaration or these By-Laws.

5.02. Capital Additions and Improvements.

The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration) or to those portions of the Dwellings as set forth in Section 5.01 of the Declaration having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Members holding two-thirds (2/3) of the total votes.

5.03 Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Florida or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

5.04 Rules and Regulations; Management.

(a) **Rules.** The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) **Management.** The Declarant or the Board shall engage the initial management organization under contracts expiring not later than ninety (90) days after the date the initial meeting of Members is held. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board provided however, that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall be terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Any management fees incurred pursuant to this Section 5.04(b) shall be paid from the assessments collected pursuant to Article VI hereof.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

5.05. Liability of the Board of Directors. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board or officers on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to his proportionate share of the total liability thereunder.

ARTICLE VI

Assessments - Maintenance Fund

6.01. Preparation of Estimated Budget. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, cable T.V. service, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed equally among all of the Owners other than the Declarant as provided in Section 6.09 of the Declaration. On or before January 1 of the ensuing calendar year, and on the first of each and every month of said -1 year, each Owner, other than the Declarant, shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 6.01. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year (including amounts collected from Declarant) and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein.

6.02. Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve fund for authorized capital expenditures, contingencies, replacements and deficits in the Association's operating account ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged against such reserve fund. If such reserve fund proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at that time, levy a further assessment, which shall be divided pro rata among the remaining installments for such fiscal year and assessed equally among the Owners. In the event, however, that the Board determines that there exists a surplus in the reserve for Extraordinary Expenditures, the Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount. At the time of closing of the sale of each Lot by the Declarant, the Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to two (2) times the first full monthly assessment for such Owner, which amount shall be used and applied for start-up costs and as a working capital fund in connection with initial operating expenses for the Common Area and held for future working capital needs.

6.03. Budget for First Year. When the first Board elected hereunder (or appointed by the Declarant) takes office, it shall determine the Estimated Cash Requirement, as hereinabove defined, for the period commencing on the first day of the month following the conveyance of the first Lot and ending on December 31 of the calendar year following said conveyance. The initial Estimated Cash Requirement shall be divided among the remaining monthly installments of such calendar year and assessed equally to all Owners, other than the Declarant.

6.04 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.05. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing or any holder, insurer or guarantor of a first mortgage secured by any portion of the Property at such reasonable time or times during normal business hours as may be requested by such Owner or his representative or such holder, insurer or guarantor. Upon ten (10) days' notice to the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessment or other charges due and owing from such Owner. In addition, the Board shall provide for the preceding fiscal year upon the written request of any holder, insurer or guarantor of a first mortgage secured by any portion of the Property any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years, providing, however, that in the event an audited financial statement is not available, 51% or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense.

6.06. **Status of Collected Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all the Owners, other than the Declarant. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies and other depositories as the Board may select.

6.07. **Remedies for Failure to Pay Assessments.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Lots provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Lot which became due and payable subsequent to the date the holder of said mortgage takes possession of the Lot, accepts a conveyance of any interest in the Lot or has a receiver appointed in a suit to foreclose his lien.

6.08. **Exempt Lots.** With regard to any Lots upon which Dwellings are being constructed or have been completed and title has not been conveyed by Declarant, the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Lot, provided, however, that in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of assessments on those Lots on the same basis as any other Owner as provided in Section 6.01 hereof. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Property and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, prepaid items or inventory items to the extent attributable to subsequent periods. Until such time as the Transfer Date has occurred, the assessments covering the Lots which have not been sold by the Declarant may be paid on a monthly basis or, at its option, paid to the Association at the close of each calendar year without interest.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

All Owners shall maintain, occupy and use their Dwellings and the Common Area only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members.

The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VIII

Committees

8.01. **Board Committees.** The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall constitute one (1) or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

8.02. **Special Committees.** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in their judgment the best interests of the Association shall be served by such removal.

8.03. **Term.** Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.04. **Chairman.** One (1) member of each committee shall be appointed chairman.

8.05. **Vacancies.** Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

8.06. **Quorum.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.07. **Rules.** Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IX

Interim Procedure

Until the initial meeting of the Members, the Declarant (or its designee) may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE X

Amendments

Subject to the provisions of Section 13.04 of the Declaration, these By-Laws may be amended or modified from time to time by action or approval of the Members entitled to cast three-fourths (3/4) of the total votes computed as provided in Section 3.02. Such amendments shall be recorded in the Office of the Recorder of Palm Beach County, Florida.

ARTICLE XI

Definition of Terms

The terms used in these By-Laws shall have the same definition as set forth in the Declaration.

DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR LA VIDA

THIS DECLARATION is made and entered into this 31st day of July, 1987 by The Kennedy Group, Ltd., a Florida limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner and legal title holder of certain real estate in the County of Palm Beach, State of Florida, which real estate is legally described in Exhibit "A" attached hereto and by this reference made a part hereof, ("Property"); and

WHEREAS, Declarant presently intends to construct a single family residential development together with certain common areas which will require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the Property ("Development"); and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities of the Development to create an agency to which shall be delegated and assigned the powers of maintaining and administering the Common Area, as hereinafter defined, and the administration and enforcement of the covenants and restrictions hereinafter contained and created; and

WHEREAS, there has been incorporated under the laws of the State of Florida, as a not-for-profit corporation, La Vida Homeowners Association, Inc. for the purpose of exercising the functions aforesaid; and

WHEREAS, the Declarant desires to establish for its own benefit and the mutual benefit of all future owners, tenants and occupants of the Development and real estate and any part thereof, certain easements or rights in, over, under, upon and along the Development and real estate and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Declarant may, from time to time for the purposes hereinafter enumerated, convey certain portions of the Property to the Association, as hereinafter defined, as well as to various owners;

NOW, THEREFORE, the Declarant hereby declares that the real estate described in Exhibit "A" is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements. The Declarant does hereby further declare that the following easements, covenants, restrictions, conditions and burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired right, title or interest in any portions of the real estate; (2) be binding upon and inure to the benefit of each Owner (as hereinafter defined); and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

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ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to La Vida Homeowners Association, Inc., a Florida not-for-profit corporation.

Section 1.02. "Property" shall mean and refer to that certain real estate described in Exhibit "A" and any additional property as may hereafter be brought within the jurisdiction of the Association.

Section 1.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members of the Association (except for those portions reserved for the exclusive use of certain Owners as hereinafter set forth) and such uses granted by easement or other grant by the Declarant, the Association or others, to the Association for the common use and enjoyment of the Owners. The common area to be conveyed to and owned by the Association is hereinafter legally described in Exhibit "B" attached hereto and by this reference made a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of, or conveyed to, the Association.

Section 1.04. "Dwelling" shall mean any building located on a lot and intended for the shelter and housing of a single family, as hereinafter defined. Dwelling shall include any structure attached or adjacent to the dwelling utilized for storage of personal property, tools and equipment.

Section 1.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant as to the Lots owned by Declarant.

Section 1.06. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 1.07. "Declarant" shall mean and refer to The Kennedy Group, Ltd., a Florida limited partnership, its successors and assigns, if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 1.08. "Lot" shall mean and refer to a platted lot designated as such upon any recorded subdivision map of the Property and upon which lot a Dwelling is constructed or to be constructed.

Section 1.9. "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article III.

Section 1.10. "Occupant" shall mean any person or persons other than the Owner in possession of a Dwelling.

Section 1.11. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

Section 1.12. "By-Laws" shall mean the By-Laws of La Vida Homeowners Association, Inc.

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Section 1.13. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions and Easements.

Section 1.14. "Transfer Date" shall mean the date which is the earlier of: (i) the date on which ninety percent (90%) of the Lots have been conveyed to Owners other than the Declarant or (ii) five (5) years after the first Lot is conveyed to an Owner other than the Declarant.

Section 1.15. "Material Amendment" shall mean any amendment to the Declaration, By-Laws or the Association's Articles of Incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area; responsibility for the maintenance and repair of the Common Area; allocation of interests in the Common Area, or rights to use the Common Area; boundaries of any Lot or Dwelling; convertibility of Lots into Common Area, or convertibility of Common Area into Lots; expansion or contraction of the Property, or the addition or annexation of the Property or withdrawal of Property from this Declaration; insurance or fidelity bonds; leasing of any Dwelling; imposition of any restrictions on an Owner's right to sell or transfer his or her Lot or Dwelling; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; requirements for the restoration or repair of the Property; termination of the legal status of the Association or the Property following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Property.

Section 1.16. "Eligible Mortgage Holder" shall mean each holder of a first mortgage on a Lot or Dwelling that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

Section 1.17. "Boca Del Mar Declaration" shall mean the Declaration of Restrictions Relating To Parcel 75-C Boca Del Mar dated June 25, 1974, filed July 16, 1974 and recorded in Official Records Book 2328, at Page 1550, of the Public Records of Palm Beach County, Florida, as amended by Amended Declaration of Restrictions relating to Parcel 75C Boca Del Mar dated November 5, 1986 and so recorded in the Official Records Book 5110, at Page 0999.

ARTICLE II

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. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such fee interest in a Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots. Voting rights with regard to each Member are set forth in Article III hereof.

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ARTICLE III

VOTING RIGHTS AND BOARD OF DIRECTORS

Section 3.01. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Article II, however, the Declarant shall not be a Class A Member until the Transfer Date. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Member's determine among themselves, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the Transfer Date.

Section 3.02. The provisions of Section 3.01 hereof shall be mandatory. No Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as a Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any Owner shall be of any force or effect.

Section 3.03. The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the corporate charter or By-Laws and that the first Board may be appointed by the Declarant and shall be three (3) in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. [Except as expressly otherwise provided by the Association's Articles of Incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association, pursuant to this Declaration and otherwise, shall be vested in its Board, and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The corporation charter and By-Laws of the Association may include provisions for the protection and indemnification of its officers and directors as are permissible by law.

Section 3.04. The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or an increase in assessments when required, but such reinstatement or increase shall not be retroactive.

Section 3.05. The Association may perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties, which agreements shall be for such length of time, at such rates of compensation and upon such other terms

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and provisions as the Board shall determine, provided however, that if the Association, Declarant or Board shall enter into an agreement or agreements for the professional management of the Property before the Transfer Date, such agreement or agreements shall be terminable by the Association without cause at any time after the Transfer Date and shall not require the payment of any penalty by the Association and shall not require advance notice of termination of more than ninety (90) days. Such persons or business entities may, but need not be, persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof.

Section 3.06. The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Lots and Common Area and the use thereof.

Section 3.07. A copy of this Declaration, the By-Laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder, insurer or guarantor of a first mortgage lien on a Lot, at such reasonable time or times during normal business hours as may be requested by the Owner or by the holder of said first mortgage lien.

ARTICLE IV

PROVISIONS RELATING TO THE COMMON AREA

Section 4.01. Every Member shall have a right and easement in, over, upon and to the Common Area for purposes of vehicular and pedestrian ingress and egress, and for the use of the open spaces and other common facilities. The Common Area shall be held for the use and benefit of each Member, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to dedicate 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 signed by Members entitled to cast sixty-seven percent (67%) of the votes to the Class B membership, if any, has been recorded, agreeing to such dedication or transfer. In the event Class B membership has ceased, then sixty-seven percent (67%) of the votes to the Class A membership shall be required to make such dedication or transfer effective.

(b) As part of the overall program of development of the Property into a residential community and to encourage the marketing and construction thereof, the Declarant and its contractors, subcontractors, and their respective agents and employees shall, for sales and construction purposes only, have the right of use of certain Lots and the Common Area and facilities thereof without charge during the sales and construction period of the Property to aid in its construction and marketing.

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the rights of any Member for any period during which the Member's assessment remains unpaid and for any infraction of the Association's published rules and regulations.

Section 4.02. Each Owner and their tenants, guests and invitees shall have a right and easement in, over, upon and to the sidewalks located in the Common Area for the purposes of pedestrian ingress and egress.

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Section 4.03. There shall be upon the Common Area such driveways or portions thereof and walks as shall be necessary to provide ingress and egress to and from the Lots for the use and benefit of the Owners of the Lots and their guests and invitees, and such landscaping and walks, benches and spaces for the parking of motor vehicles as the Declarant shall from time to time determine and as shall be necessary to comply with governmental laws, ordinances and regulations that may be in effect during the development of the Property. There may also be upon the Common Area such facilities for the housing of tools, vehicles and equipment, shelters for guards and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

Section 4.04. No fencing shall be placed on any Lot other than those constructed by the Declarant, if any, without the prior written approval of the Association.

Section 4.05. Any Member may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Area to the members of his family, Occupants, guests or invitees who reside on the Property.

Section 4.06. The Declarant hereby covenants for itself, its successors and assigns, that prior to the conveyance of the last Lot, Declarant will convey fee simple title to the Common Area to the Association free and clear of any mortgage liens of record subject, however, to the provisions of Section 4.01(a) hereof. Declarant shall reserve, upon conveyance to the Association of the Common Area, a perpetual and non-exclusive easement for egress and ingress in, to and from each Lot which it shall grant to each Lot upon the conveyance thereof.

Section 4.07. Declarant, its agents, employees, guests and invitees shall have the right and easement of ingress and egress in, over, upon, under and across the Common Area for sales and construction purposes until Declarant has conveyed all of the Lots to the purchasers thereof.

Section 4.08.

(a) The Association shall have the right and duty to build, repair and maintain the Common Area.

(b) The Association shall have the right of ingress and egress over and upon the Common Area for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Area.

(c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

Section 4.09. Notwithstanding any provisions herein to the contrary, the easements hereinafter created shall be subject to:

(a) The right of Declarant to execute all documents and do all other acts and things affecting the Property which, in the Declarant's sole opinion, are desirable in connection with Declarant's rights hereunder.

(b) Easements of record on the date hereof, including those easements granted on the Plat of Subdivision recorded in the Public Records of Palm Beach County, Florida in Plat Book 57, Page 83-84, and any easements which may hereafter be

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granted by Declarant to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduits and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Lot.

Section 4.10. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

Section 4.11. The Common Area will be subject to utility easements for sanitary and storm sewers, water, gas, electricity, telephone and any other necessary utilities and easements for the installation of cable television service. If any such utilities are not installed or any easements not created for same prior to conveyance of the Common Area to the Association, the Association shall grant such easement or easements upon request of the Declarant. Alternatively, Declarant may elect to convey title to the Common Area subject to a reservation in favor of Declarant that it shall have the right thereafter to create such non-exclusive easements.

ARTICLE V

LAWN AND LANDSCAPE MAINTENANCE

Section 5.01. The Association shall determine the need for and shall carry out or cause to be performed all landscape and lawn maintenance upon each Lot.

Section 5.02. The cost of exterior maintenance shall be assessed against the Lot upon which maintenance is done and shall be added to and become part of the annual assessment or charge to which each Lot is subject under Article VI hereof and, as a part of the annual assessment or charge, it shall be a lien against the Lot and a personal obligation of the Owner and shall become due and payable in all respects as provided in Article VI hereof.

Section 5.03. For the purposes solely of performing the landscape and lawn maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon the Lots at reasonable hours on any day except Sunday.

Section 5.04. Notwithstanding anything contained in this Article V, the expense of any maintenance, repair or construction of any Lot necessitated solely by the negligent or willful acts of an Owner shall be borne solely by that Owner, and such Owner shall be subject to a special assessment for such expense.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.01. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided; and (2) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal

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obligation shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the Dwellings situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of certain maintenance of the exterior of the Dwelling (except as otherwise provided herein) as may from time to time be authorized by the Board, and other facilities and activities including, but not limited to, caring for the grounds, landscaping, equipment, cable T.V., storm water management system, street lighting, if any, all sanitary and storm sewer and water lines, structures and appurtenances (other than those maintained by any governmental authority or utility company), and other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes, and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners shall be paid for by the Association from the assessments levied hereunder. In the event any utilities which benefit the Common Area are directly charged to any Owner, the Association will reimburse such Owner for any such expense. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund. At the time of closing of the sale of each Lot by the Declarant, the Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to two (2) times the first full monthly assessment for such Owner, which amount shall be used and applied as a working capital fund in the manner herein provided.

Section 6.03. The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.02 hereof.

Section 6.04. In addition to the 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 construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, if any. However, no special assessment shall be valid unless the assent of at least sixty-seven percent (67%) of the Members is obtained at a meeting called for that purpose and attended after adequate notice by Owners or their proxies representing at least sixty percent (60%) of the Lots; provided, that if sixty percent (60%) do not attend, a second meeting may be called with the same notice and the quorum therefor shall be reduced to Owners or their proxies representing thirty percent (30%) of the Lots.

Section 6.05. Both annual and special assessments must be fixed at a uniform rate for all Lots, except for certain Lots as provided in Section 6.09 hereof, and shall be collected on a monthly basis.

Section 6.06. The annual assessments provided for herein shall commence for all Lots within the Property on the first day of the month following the conveyance of the first Lot, except as otherwise provided in Section 6.09 hereof. The Board shall fix

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the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment on the first day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which Owner shall pay as of the date title to his Lot is conveyed. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

Section 6.07. Any assessments which are not paid when due shall be delinquent and shall be a continuing lien upon the Lot against which each assessment was made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the respective Lot and interest. Costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

Section 6.08. The lien of the assessments provided for in this Article VI shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank, credit union, real estate or mortgage investment trust, mortgage broker, mortgage banker, private mortgage insurance company, the United States Veterans' Administration, United States Federal Housing Administration or a lender generally recognized in the community as an institutional lender. Any assignee of a mortgage originated by an institutional lender shall be deemed an institutional lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provision of this Section 6.08 shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 6.09. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may, at any time, commence paying such assessments as

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to all Lots that it owns and thereby automatically terminate its obligation to funds deficits in the operating expenses of the Association.

ARTICLE VII

INSURANCE

Section 7.01. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Area. The Association shall be further responsible for maintaining policies of insurance for the Common Area against loss or damage by fire and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable provided that the policies shall (i) provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to the Association and all mortgagees of record of the Common Area; (ii) provide that all mortgagees of record of the Common Area shall have the right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide for coverage in the amount of one hundred (100%) percent of full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Common Area, as their respective interests may appear.

Section 7.02. The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association, the Board and the Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners in such amounts as the Board shall deem necessary but not less than 150% of the annual operating expenses of the Association, including reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

Section 7.03. The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent.

ARTICLE VIII

INTERIM PROCEDURE

Section 8.01. Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee), the Declarant shall, with respect to each such unsold Lot, have all the rights granted to the Owners.

Section 8.02. Until the initial meeting of the Members, the Declarant may appoint the Board which shall have the same powers and authority as given to the Board generally.

Section 8.03. Declarant shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding sold Lots, for such purposes until all Lots in the Property are sold. Developer may at all times utilize

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signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Development.

ARTICLE IX

RESTRICTIONS RELATING TO PROPERTY

Section 9.01.

(a) The Owners shall comply with all ordinances of the County in connection with the use of any Lot.

(b) All buildings or structures on the Property shall be of new construction.

Section 9.02. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

* Section 9.03. The Lots shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof; or resident's use of a Lot shall not endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided in Sections 4.01(b) and 9.07 herein.

Section 9.04. No buildings other than Dwellings originally constructed by the Declarant shall be constructed on each Lot.

Section 9.05. Except as hereinafter provided in Section 9.07 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

Section 9.06. No sign of any nature whatsoever shall be erected or displayed upon any Lot or Dwelling except where prior written approval of the size, shape, content and location thereof has been obtained from the ACC, as hereinafter defined, which approval may be arbitrarily withheld, except that withholding of consent by the ACC for advertising and promotion of the Development shall not be arbitrary or unreasonable.

Section 9.07. The foregoing covenants of this Article IX shall not apply to the activities of the Declarant. The Declarant may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Declarant determines, such temporary facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units, signs and construction trailers. Such activity by the Declarant shall not be deemed to be in violation of any provisions of this Article IX.

Section 9.08. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided, that they are not kept, bred, or maintained for any commercial purposes.

Section 9.09. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwellings and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

Section 9.10. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or the Common Areas. Drying areas will be permitted only in locations approved by the ACC and only when protected from view by screening or fencing approved by the ACC. No prohibition of outside clotheslines or drying areas shall be permitted; provided that nothing herein shall prohibit the ACC from enacting reasonable regulations that do not have the

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effect or prohibiting such drying areas or clotheslines as to any unit.

Section 9.11. Without the prior written authorization of the ACC, no television or radio antennas of any sort shall be placed, allowed or maintained on the exterior of any Dwellings or any portion of the exterior of the improvements located on the Property, nor upon any structure situated upon the Property.

Section 9.12. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the Property.

Section 9.13. The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots and other paved surfaces designated by the Association and the individual garages of the respective Dwellings. No commercial or recreational vehicles of any variety shall be parked or stored overnight on the Property, unless approved by the ACC. By way of example, but not limitation, this provision shall apply to boats, campers, trailers and vans, except those types of vans used as every-day vehicles and other than for commercial purposes. The Board is specifically authorized to promulgate additional rules and regulations pertaining to parking, and the Board is specifically granted by this Declaration the right to enforce this Declaration and the rules and regulations of the Board pertaining to parking by the towing of the vehicles which are in violation of such rules and regulations. Any charges for such towing shall become a lien upon the Lot of the owner of the vehicle in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

Section 9.14. There shall be no fences erected or maintained upon any Lot, other than those constructed by the Declarant, if any, without the prior written approval of the Declarant.

Section 9.15. No nuisance, noxious or offensive activity shall occur on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

* Section 9.16. Each Lot is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Lot and the Dwelling located thereon as are herein imposed upon or permitted to the Association. Each Lot is further declared to be subject to an easement in favor of any adjoining Lot to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Lots and Dwellings located thereon.

Section 9.17. The Owner of each Lot shall from time to time grant such additional easements and rights over, across, on, under and upon his Lot as may reasonably be necessary in connection with the supply of any of the utilities described in Section 4.11 hereof to any part of the Property.

* Section 9.18. The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and the use of the Lots as the Board, in its sole discretion, deems appropriate or necessary.

Section 9.19. No window or wall air conditioning units shall be permitted to be placed in a Dwelling.

Section 9.20. No Lot shall be used or occupied for any purpose other than as a residential dwelling by a single family, its household servants and guests.

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Section 9.21. No Lot or Dwelling may be rented or leased to any person or entity unless the Owner and his tenant sign a lease agreement which incorporates by reference this Declaration and the articles of incorporation, By-Laws and rules and regulations of the Association and provides for attorneys' fees to the Association and the Owner for purposes of enforcing said Lease and the foregoing documents incorporated in the Lease, including attorneys' fees in the event that eviction proceedings must be instituted against a tenant. The Association is hereby deemed the agent of the Owner for purposes of bringing any eviction proceedings deemed necessary by the Association. Any lease executed pursuant to this Section 9.21 must be at least four (4) months in duration.

*Section
9.21
Leases
12 months
4 months*

Section 9.22. No structural changes, exterior color changes or alterations shall be made or added to any Dwelling without approval of the ACC.

Section 9.23. In the event that any Dwelling is damaged or destroyed by casualty, any replacement must be with a Dwelling of a similar size and type. The plans and specifications for any new Dwelling must be approved, in writing, by the ACC, unless the proposed replacement is of the same type and design. In such case, the approval of the ACC shall not be required.

Section 9.24. The Association or the Declarant, prior to the Transfer Date, and the Association thereafter, after reasonable notice and opportunity to cure a violation given to an Owner, may enter upon a Lot for the purposes of curing the violation. The cost thereof shall be charged against the Owner as a special assessment.

Section 9.25. Every Owner of a Lot and the Association, and their respective agents, employees and independent contractors, shall have the right to enter upon any adjoining Lot to the extent necessary for the purpose of maintaining, repairing and replacing the improvements situated on, near or across the boundary of such Owner's Lot, and shall further have the right to enter upon any Lot, whether or not such Lot is adjoining, to the extent necessary for the purpose of maintaining, repairing and replacing any private street situated thereon which serves such Owner's Lot. In either case, the contractor shall not be guilty of any trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or independent contractors, enters upon any such Lot for the purpose of exercising the rights created by this Section 9.25, then such Owner or the Association, as the case may be, shall make all necessary repairs or replacements on such Lots to correct any damage inflicted upon the Lot by exercise of the right.

Section 9.26. Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including roof structures which overhang and encroach upon the servient Lot or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement, provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the subservient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 9.26. Any such improve-

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ment, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

Section 10.01. There shall be appointed by the Board an Architectural Control Committee ("ACC") which shall consist of three (3) or more members selected yearly from the membership by the Board at the annual meeting of the Board. Prior to the Transfer Date, the ACC will consist of the members of the Board.

Section 10.02. The ACC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the Property. The construction contemplated hereunder shall include but not be limited to any building, fence, wall, swimming pool, screen enclosure and screening of any type, sewer drains, disposal system, decorative building, landscaping and any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any additions, modifications and/or alterations thereof. The ACC shall review all plans for said improvements, it being the intent of the Declarant to provide for the harmonious and aesthetically pleasing development of the Property. The ACC shall evaluate the proposed improvements with emphasis upon exterior design, materials and color; location of the improvements in relationship to surrounding structures and/or improvements; topography; and conformity to the restrictive covenants imposed hereunder.

Section 10.03. The plans and specifications for any and all improvements referred to hereinabove shall be reviewed by the ACC. No improvement of any type or nature whatsoever shall be commenced unless and until the approval thereof shall be obtained in writing from the ACC. The contemplated improvements must be constructed strictly in accordance with such approval.

Section 10.04. The ACC shall promulgate such rules and regulations as it deems necessary and proper, setting forth guidelines and procedures to be followed by an applicant seeking its approval as required, which, in any event, shall not be in conflict with the provisions of this Declaration and which shall afford to each applicant a reasonable and adequate opportunity to present his proposal. The rules and regulations shall include, but not necessarily be limited to, an adequate form together with such reasonable fees for processing applications as the ACC may deem necessary. Rules and regulations shall be subject to the approval of the Board, and upon such approval, a copy thereof shall be provided to all Members. Any revisions, additions, deletions and/or amendments to the rules and regulations shall likewise have the approval of the Board and copies shall be provided to each member. In addition, such rules and regulations may include the power to require an Owner to post a bond prior to his commencement of any major construction on his Lot or Dwelling. This bond, if required, shall be in an amount deemed reasonable by the ACC to protect the Association and Owner adjoining the Lot upon which construction occurs from damages which may arise from the construction and shall name the Association and said adjoining Owners as beneficiaries.

Section 10.05. An applicant may, at his discretion, initially request a meeting with a member of the ACC to discuss any proposed improvement or improvements that he may contemplate for the purpose of securing information regarding the covenants and restrictions set forth herein. Prior to the commencement of any work on the premises contemplated for improvement, an applicant

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must submit to the ACC, together with the fully executed application form and fees as may then be required by the ACC and such additional information as the ACC may reasonably require (which may include samples of exterior materials and exterior color selections to be used in the improvement), two (2) sets of plans and, where appropriate, specifications for the proposed improvement, in sufficient detail so that the ACC may be able to make the determination required of it pursuant to this Declaration. One set of such plans shall be retained in the permanent files of plans and specifications. The ACC shall respond to the application in writing by approving said application, disapproving said application or requiring additional information within thirty (30) days from the date all required materials are furnished (unless the applicant waives this time requirement in writing). In the event that the ACC fails to respond within said thirty (30) day period (or such additional time as may be allowed by the applicant pursuant to a waiver), the application shall be deemed approved as submitted. In the event of approval of said plans and specifications, the applicant shall provide the ACC with written notice of the following:

(a) Any and all alterations, deletions, additions and changes of any type or nature whatsoever in the plans and/or specifications as approved by the ACC, which shall be subject to the approval of the ACC in the same manner as is required for approval of original plans and specifications.

(b) Completion of construction, and, where applicable, the receipt of a Certificate of Occupancy from Palm Beach County. Said improvement shall not be used, or in the instance where a Certificate of Occupancy is applicable, it shall not be occupied, until such time as the ACC has inspected the premises and approved same for compliance with plans and specifications as previously approved by the ACC. In the event the ACC fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) after receipt of notice to inspect, the work shall be deemed approved and the ACC inspection requirement shall be deemed waived by the ACC.

(c) Upon the completion of the improvement or improvements and final approval by the ACC, the Board shall, upon request by an applicant, direct the appropriate officers of the Association to provide the applicant with a recordable certificate executed with the formalities of a deed, certifying the approval of the ACC and the Association of the improvement made upon the premises for which said application was made.

(d) Should the Owner construct improvements in a manner inconsistent with plans and specifications approved by the ACC, the Board shall, in its discretion, issue a certificate in recordable form, expressing the ACC's disapproval of the improvements and setting forth the reason therefore.

In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The applicant, in such event, may request a formal meeting with the ACC to review plans and specifications as submitted, said meeting to take place no later than thirty (30) days after written request for such meeting is received by the ACC (unless applicant waives this time requirement in writing). The ACC shall issue a final written decision no later than fifteen (15) days after the meeting is held. In the event the ACC fails to provide such written decision, said plans and specifications shall be deemed approved.

Section 10.06. For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses, whether or not litigation is instituted.

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Section 10.07. The provisions of this Article shall not require the Declarant to obtain the approval of the ACC for any construction, repairs or improvements of any nature whatsoever performed on the Property by the Declarant.

Section 10.08. Neither Declarant, nor its agents, employees, successors, or assigns shall be liable in damages to any Owner or to any other person submitting plans and specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications to Declarant, for approval as herein provided, agrees by submission of such plans and specifications, and every Owner or person claiming by or through an Owner agrees by acquiring title to any part of the Property or any interest in the Property, that it will not bring action or suit against Declarant, or its agents, employees, successors or assigns to recover any such damages.

ARTICLE XI

ANNEXATION OF ADDITIONAL PROPERTIES

Section 11.01. The Declarant may, in the event the Declarant or its successors or assigns elects from time to time to annex to the Property additional property, the additional property shall be made expressly subject to all provisions of this Declaration and the Declarant shall record a Supplementary Declaration which shall contain but not be limited to the following:

(a) The legal description of the additional portion of property which is to become subject to this Declaration;

(b) A legal description indicating that portion of the property which is to be improved with Dwellings and that portion which is to become a part of the Common Area.

Section 11.02. Upon compliance with this Article XI, all Supplementary Declarations and the real estate covered therein shall be subject to the following terms and conditions:

(a) The rights, easements, covenants, restrictions, burdens, uses and privileges set forth and described in this Declaration shall run with and bind the additional property and inure to the benefit of and be the personal obligation of the owners of Lots thereon in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Property previously subjected hereto;

(b) Every person or entity who is or becomes an owner of any Lot on the additional property shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those members who are then Owners;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the additional property included in any Supplementary Declaration, including any Lots and any additions to the Common Area situated therein, and the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

Section 11.03. Anything herein to the contrary notwithstanding, whenever this Declaration or the By-Laws provide for the approval or consent of the Administrator of Veteran's Affairs ("Administrator"), such approval or consent shall not be required unless the Administrator (a) has issued its project approval of the Development and such project approval has not terminated, (b) has issued a guarantee of the first mortgage on at least one

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Dwelling which guarantee is then outstanding, (c) is the owner or holder of a first mortgage on a Dwelling or (d) is the owner of a Dwelling. Such consent or approval shall be deemed given unless within thirty (30) days the person seeking the consent or approval is advised in writing to the contrary. The approval of the Administrator shall be required in the event the Association conveys or encumbers any portion of the Common Area. If in connection with the project approval of the Development the Declarant files a development plan with the Administrator, then the Declarant shall construct the Development in substantial conformance with the development plan and shall only alter the development plan with the Administrator's approval. However, the Administrator's approval shall not be a condition to the recording of a Supplementary Declaration under this Article XI. Prior to the Transfer Date, any merger, consolidation or dissolution of the Association shall be approved by the Administrator.

ARTICLE XII

BOCA DEL MAR IMPROVEMENT ASSOCIATION, INC.

Section 12.01. Membership. In accordance with the provisions of the Boca Del Mar Declaration, there has heretofore been organized a not-for-profit corporation under the laws of the State of Florida having the name Boca Del Mar Improvement Association, Inc. (referred to in this Declaration as the "Boca Del Mar Association") to act as the governing body for the maintenance and administration of certain recreational facilities located in Boca Del Mar, a planned unit development in Palm Beach County, Florida. Each Owner shall automatically be a member of the Boca Del Mar Association as long as he shall be an Owner, and such membership shall automatically terminate when he ceases to be an Owner; and upon the transfer of his ownership interest, the new Owner succeeding to such ownership interest shall likewise succeed to such membership. Each such member shall be entitled to use the facilities administered by the Boca Del Mar Association in accordance with and subject to the provisions of the Boca Del Mar Declaration and shall be responsible for payment of assessments levied by and user charges owing the Boca Del Mar Association. Such assessments and charges may be collected by the Board and remitted to the Boca Del Mar Association or remitted directly to the Boca Del Mar Association if such is the manner prescribed by the Boca Del Mar Declaration and payment thereof shall be secured by a lien on such member's lot and shall be the personal liability of the Owner as therein provided.

Section 12.02. Status of Boca Del Mar Declaration. The provisions of this Declaration are subject to all of the provisions of the Boca Del Mar Declaration and are not intended to modify, supersede or abate any of the provisions thereof. In the event of any inconsistency between the provisions of this Declaration and the provisions of the Boca Del Mar Declaration, the provisions of the Boca Del Mar Declaration shall prevail.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including any rule and regulation promulgated by the Association. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorneys' fees incurred by the Association in prosecuting such action. The amount of such attorneys' fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's lot,

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enforceable as other liens herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 13.02. In addition to all other remedies provided in this Declaration, the Board, in its sole discretion, may levy a special assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the rules and regulations of the Association, provided that the following procedures are followed:

(a) The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board meeting at which the Owner shall present testimony as to why the special assessment should not be imposed.

(b) The non-compliance shall be presented to the Board at the time and place provided in the notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a special assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board shall be submitted to the Owner not later than fifteen (15) days after the hearing.

(c) The Board may impose the following special assessments against the Owner in the event a violation is found:

- (1) First non-compliance violation: A special assessment in an amount not in excess of \$500.00.
- (2) Second non-compliance violation: A special assessment in an amount not in excess of \$500.00.
- (3) Third and subsequent non-compliance violation or violations which are of a continuing nature: A fine in an amount not in excess of \$1,000.00.

(d) A special assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in sub-section 13.02(b) above.

(e) Any special assessment levied in accordance with this Article may be enforced by the Association in the same manner as the enforcement of a special assessment provided for in Article VI of this Declaration.

Section 13.03. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 13.04. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) Owners holding not less than two-thirds vote of the membership in the

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Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration, the Developer's consent must be obtained.

Section 13.05. Any notices required under the provisions of this Declaration to be sent to any Member, Owner or to any holder, insurer or guarantor of a first mortgage secured by any portion of the Property shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member, Owner or holder, insurer or guarantor as it appears on the records of the Association at the time of mailing.

Section 13.06. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof.

Section 13.07. In the event that any part of an improvement located on a Lot encroaches or shall hereafter encroach upon any part of any other Lot, valid easements for the maintenance of such encroachments are hereby established, including, but not limited to, eaves, overhanging projections and other architectural appendages, and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling of another Owner, or if the encroachment occurred as a result of the willful misconduct of such Owner. In the event the structure on any Lot is partially or totally destroyed, the Owner thereof shall have an easement to re-establish such encroachment to the same condition as it existed prior to destruction provided that in exercising the easement such Owner makes the necessary repairs and replacements to such adjoining Lot. Thereafter, there shall be valid easements for the maintenance of such encroachments so long as they exist.

Section 13.08. Declarant reserves to itself the right to rerecord the Plat of Subdivision referred to in Section 4.09(b) hereof, to correct any inaccuracies, errors or mistakes contained therein.

Section 13.09. Declarant and each Owner or Owners of any of the above land shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of or to enforce the observance of the covenants set forth herein, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot in the Development any structure which is and remains in violation of the covenants set forth herein, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant or the Association by the Owner of such Lot, then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and such Owners to enforce any of the covenants herein set forth due to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 13.10. The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Lot ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the provisions of this Section 13.10 shall control:

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(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Lot ("Insurer or Guarantor") and the unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of the default of any Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Lot, whichever occurs first.

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:


- (i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;
- (ii) to receive, without charge and within a reasonable time after such request, an audited financial statement prepared by the Association at the end of each of its respective fiscal years;
- (iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;
- (iv) to receive written notice of any decision by the Association or Owners to make a Material Amendment to the Declaration, By-Laws or the Articles of Incorporation of the Association;
- (v) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (vi) to receive written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees; and
- (vii) to receive written notice of any condemnation or casualty loss that affects either a material portion of the Property or the Lot on which it holds, insures or guarantees the mortgage.

(c) No provision of this Declaration, the By-Laws or the articles of incorporation of the Association or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots or Dwellings, and/or the Common Area, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

B5378 P.1735

(d) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Area if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00), or if damages shall occur to a Lot in excess of Ten Thousand Dollars (\$10,000.00), notice of such event shall also be given.

(e) If any Lot or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

Section 13.11. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class cooperative housing development. 

Section 13.12. If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Area subject, however, to the rights of the holders of first mortgage liens on the Dwellings. If any part of the Property including one or more Dwellings shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Dwellings wholly or partially taken in such condemnation proceedings, subject to the rights of the holders of first mortgage liens on the Dwellings. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no residential structures shall then have been constructed or situated within the portion of the Property so isolated, then all the Dwellings lying wholly or partly within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 13.12, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

Section 13.13. Upon any dissolution of the Association, its assets shall be transferred to another homeowner's association having similar purposes.

Section 13.14. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Dwellings or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of,

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make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 13.14 shall terminate at such time as the Declarant no longer holds or controls title to any Lot.

Section 13.15. Each Owner shall notify the Association of the name and address of the First Mortgagee relating to his respective Lot.

Section 13.16. All article and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

Section 13.17. At any time or times Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 13.18. Each Owner of a Lot shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

Section 13.19. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

Section 13.20. This Declaration shall supersede any declaration of restrictions, covenants and easements previously recorded against the Property.

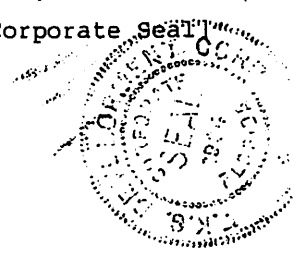
IN WITNESS WHEREOF, The Kennedy Group, Ltd., a Florida Limited Partnership, has caused this instrument to be executed as of the day and year first above written.

THE KENNEDY GROUP, LTD., a
Florida Limited Partnership

By: TKG Development Corp., a
Florida corporation,
its General Partner

By: [Signature]
Its: PRESIDENT

[Corporate Seal]



~~Attest:~~

~~By: _____~~

~~Its: _____~~

85378 P.1737

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

SS:

I, Robin L. Hollinger, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Timothy R. Kelly, the President of TKG Development Corp., a Florida corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, as General Partner of The Kennedy Group, Ltd., a Florida Limited Partnership, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of July, 1987.

Robin L. Hollinger
NOTARY PUBLIC



85378 P1738

7-13-57 48 84

84

LA VIDA

BEING A REPLAT OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D.
SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST
PALM BEACH COUNTY, FLORIDA

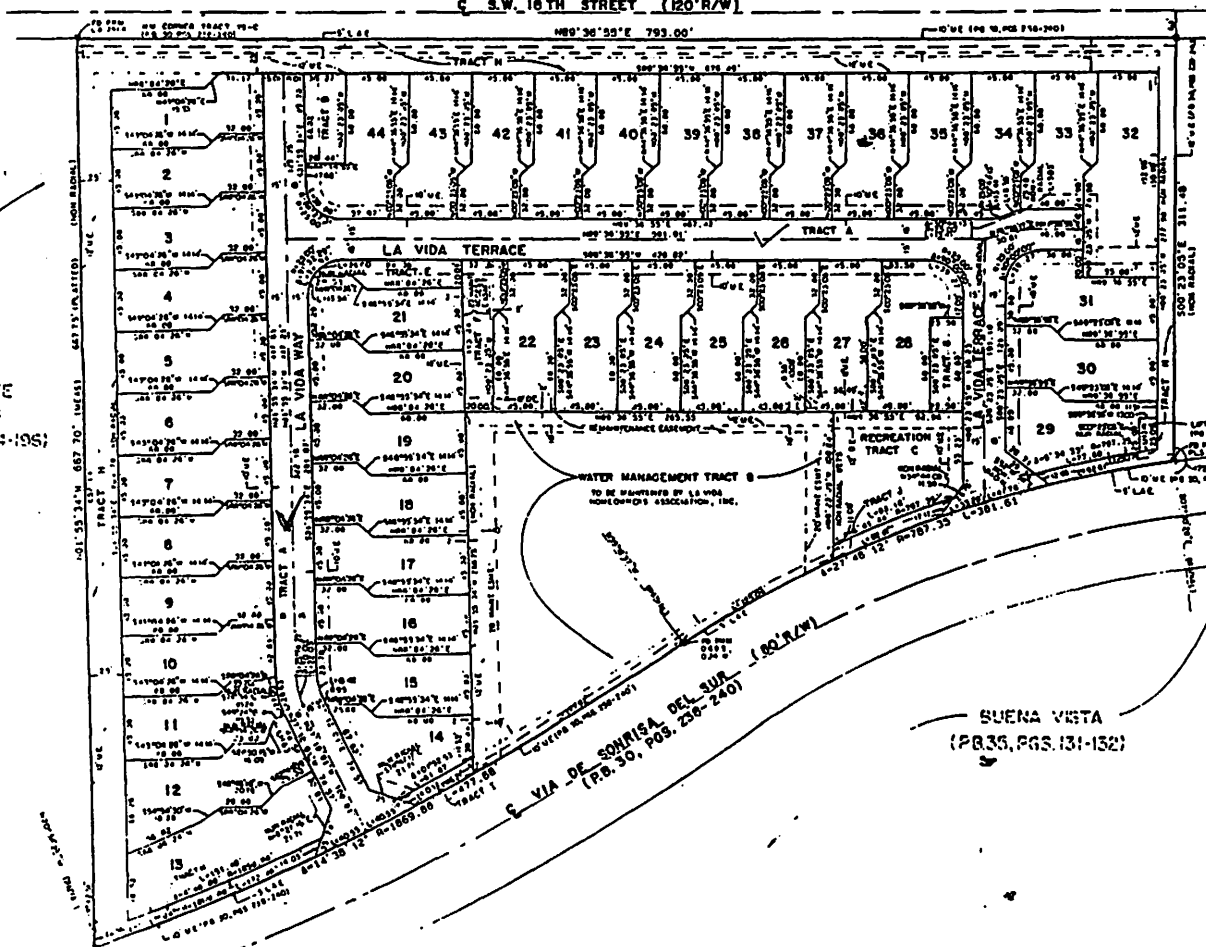
BOCA DEL MAR NO. 7
(P.S. 30, PGS. 250-217)

JANUARY, 1987

SHEET 2 OF 2

S.W. 16TH STREET (120'R/W)

BOCA POINTE
(TRACT D)
(P.S. 43, PGS. 194-196)



BOCA DEL MAR NO. 8
TRACT 77
(P.S. 30, PGS. 238-240)

SUENA VISTA
(P.S. 35, PGS. 131-132)

Meridian
Surveying and Mapping Inc.
LA VIDA

Return to (indicate self-addressed stamped envelope)

BROAD + CASSEL
7777 GLADES RD.
BOCA RATON, FL # 300
33134

DEC-11-1987 12:57pm 87-360146
ORB 5511 Pg 1454

Property Appraisers Parcel Identification (File) Number(s)

12/03/87
105-3460-8

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
LA VIDA

The Kennedy Group, Ltd., a Florida limited partnership (the "Declarant") filed the Declaration of Covenants, Conditions, Restrictions and Easements for La Vida in Official Records Book 5378, Page 716, Public Records of Palm Beach County, Florida (the "Declaration").

The Declarant desires to amend the Declaration pursuant to Section 13.04 thereof.

NOW, THEREFORE, the Declarant, as owner of the property described as La Vida, according to the plat thereof, as recorded in Plat Book 57, Page 83, Public Records of Palm Beach County, Florida, hereby amends the Declaration as follows:

1. The following is added to Article IX as Section 9.27:

Section 9.27. Garages in all Dwellings shall not be altered or used for any other purpose other than automobile garage purposes.

2. The following is added to Article VI, as Section 6.10:

Section 6.10. The Association shall collect all assessments due the Boca Del Mar Improvement Association, Inc. and shall remit same to the Boca Del Mar Improvement Association, Inc. upon receipt.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed in its name.

DECLARANT:

THE KENNEDY GROUP, LTD., a
Florida limited partnership

By: TKG Development Corp., a
Florida Corporation

By: Timothy B. Kelly
Timothy B. Kelly
President

(Corporate Seal)

Steven J. Landry
Betty J. Lewis

STATE OF FLORIDA)
 :SS
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 8th
day of DECEMBER, 1982, by Timothy R. Kelly, as President
of TRG Development Corp., a Florida corporation, a GENERAL
partner of The Kennedy Group, Ltd., a Florida limited partner-
ship, on behalf of the partnership.

Joseph H. Hanes
Notary Public
State of Florida at
My Commission Expires
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES MAY 11, 1983
PUB. 11
STATE OF FLORIDA

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

VIOLATIONS/GRIEVANCES RULES AND REGULATIONS

For
The La Vida Community

Boca Raton, FL
Adopted September, 2019

By The Board of Directors

For
La Vida Homeowners Association



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REVISION HISTORY

Date Approval/Changes by BOD	Subject
09/16/ 2019	Approval of Original Document by BOD

I. PURPOSE AND POLICY

It is important that we, as a community, focus on maintaining our individual properties and the appearance of the community as a whole. Adherence to the property standards of the community helps to maintain overall community property values. Homeowners are responsible for maintaining their homes in a clean and properly maintained manner.

These Rules and Regulations have been adopted with the intent of providing the residents of the La Vida Community with a practical plan for day-to-day living. A successful Association is a community of homeowners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood.

Every property homeowner in La Vida Homeowners Association is legally bound to be in compliance with the *Declaration of Protective Covenants, Restriction and Easements for La Vida Homeowners Association* ('Declaration of Covenants').

The Association and its Board of Directors are obligated to maintain the La Vida Community as a Planned Residential Community consistent with the Declaration of Covenants to help preserve the overall property values and amenities of the community. The Board is authorized to amend rules and regulations from time to time as stated under Article V, Powers of the Board, found in the Declaration of Covenants of the La Vida Homeowners Association, Inc. and Section 9.18 (Restriction Related to Property) of the same: ...*"The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and the use of the Lots as the Board, in its sole discretion, deems appropriate or necessary"*.

II. GRIEVANCE COMMITTEE

Florida Statute, Title XL (Real and Personal Property), Chapter 720 (Homeowner's Associations), Section 305 (Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights) defines the right of a homeowner to take up a fine levied because of a violation to a committee (Defined here as the La Vida "Grievance Committee").

The committee will be comprised of at least three members appointed by the HOA Board of Directors, who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

PLEASE NOTE: If the Grievance committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be levied.

The role of the La Vida Grievance Committee is expressly limited to ONLY determining whether to confirm or reject the fine or suspension levied by the HOA Board of Directors.

Thus, it is not the Grievance Committee's role to grant extensions or otherwise change the amount of the fine levied by the HOA Management Co. on behalf of the Board. The Grievance Committee is not required to post notice of its meetings (Grievance Meeting); nevertheless, they will be open to all association members and will require a quorum of the Grievance Committee members. **Members of the Grievance Committee are NOT permitted to discuss violations with anyone (Homeowners, Grievance Committee Members, HOA Board, etc.) except in the Grievance Meeting.**

It is strongly recommend the Grievance Committee keep minutes of its meetings (Grievance Meeting), which need only summarize what took place at the meeting. Most importantly, the minutes should reflect that after considering all evidence presented as to each matter before the Committee, the Committee voted on each violation it considered and the outcome of the vote (requiring a majority). If a majority of the Grievance Committee does not approve the fine levied by the board, the fine may not be levied (or collected). Refer to **Attachment 1** for a recommended Grievance Meeting format.

III. INSPECTIONS, VIOLATIONS, PENALTIES, GRIEVANCE PROCESS, REMEDIES

Under Section 13.02 of the Declaration of Covenants, the HOA Board of Directors, in its sole discretion, may levy a Fine (Special Assessment) upon an Homeowner for failure of said Homeowner, his family, guests, invitees, or employees, to comply with any provision in either the Declaration of Covenants, the Architectural Guidelines, or these Rules and Regulations of the Association, for which the following procedures will be followed (See Also Diagram 1 – Grievance Process):

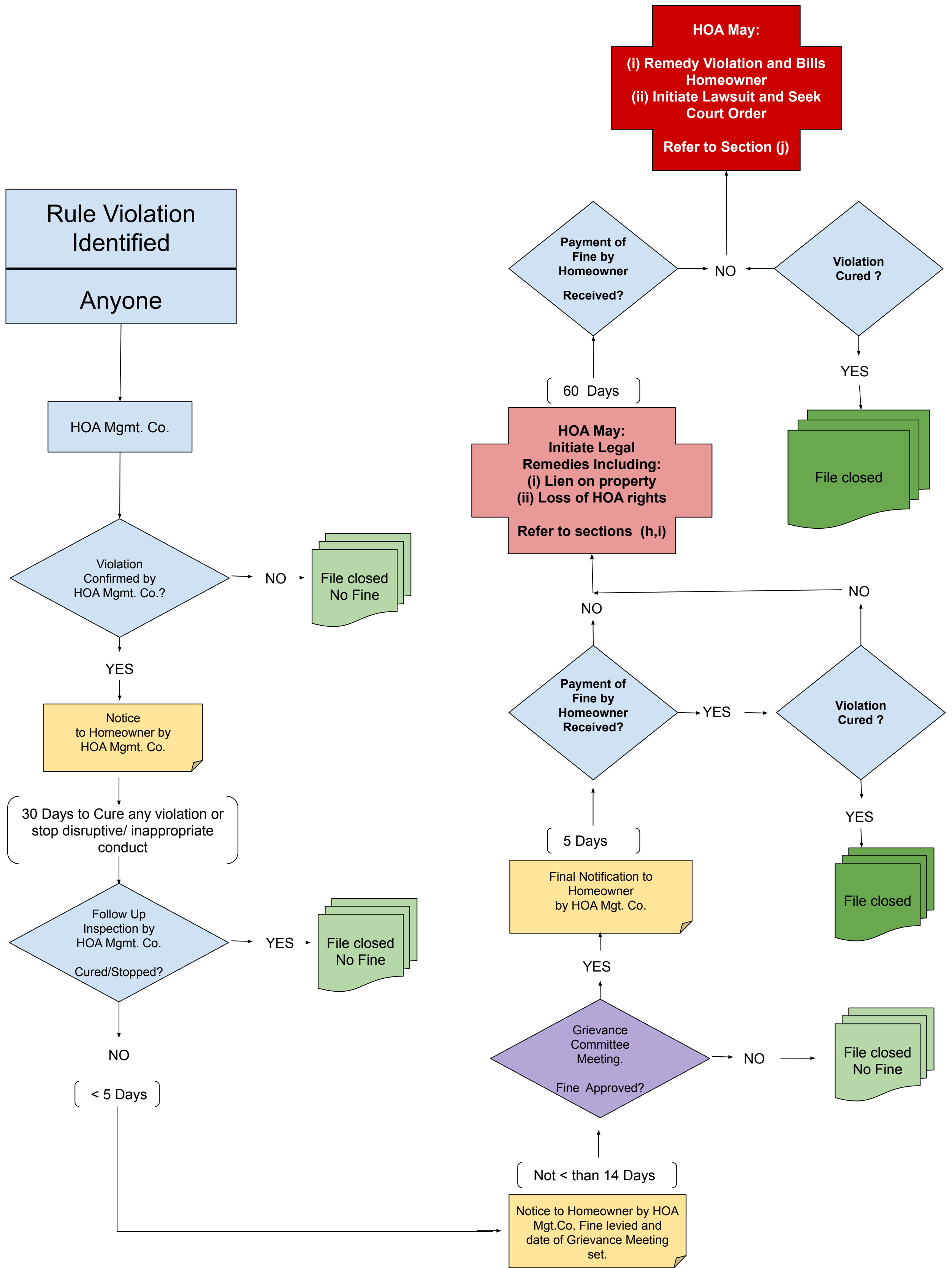
- (a) Any Homeowner, The Architectural Control Committee or the HOA Board of Directors may identify an initial violation; at which time it will report the presumed violation to the HOA Management Company. The HOA Management Company shall also initiate their own regular inspections to identify violations.

PLEASE NOTE that, per Section 9.16. of the Declaration OF Covenants, *...each Lot (in La Vida) is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations. Actions with respect to such Lot and the Dwelling located thereon as are herein imposed upon or permitted to the Association.*

PLEASE NOTE: To assure, proper communications, all Residents (homeowners and renters) must provide the HOA Management Company their complete up to date contact information (Refer to **Attachment 2** of this document for the Contact Form, which will also be available on the HOA Management Company website).

- (b) The HOA Management Company upon inspecting and confirming the Violation, shall notify (on behalf of the La Vida Association Board of Directors) the Homeowner of the Infraction. A Non-compliance Violation notification will be issued. The homeowner will be given 30 days to comply. No fine will be levied if violation is corrected within thirty (30) days of the Notice.

Grievance Procedure Diagram 1



- (a) If the violation is NOT cured after 30 days of the Non-compliance Violation Notification, The HOA Management Company (On behalf of the La Vida Association Board of Directors) shall notify the Homeowner (and, if applicable, any occupant, renter or invitee of the homeowner) with a copy to the HOA Board, that it has been levied a fine starting on a certain date, and furnishing the date/time/place of the next Grievance Committee meeting (no sooner than 14 days out, including weekends and holidays) with an invitation to attend. The Notification will be via certified mail, return receipt requested, and email.
- (b) The fine will depend on the gravity or type of the violation, but it will not exceed \$1,000.00 in aggregate. Please refer to **Attachment 3** for the Type of Violations and Respective Fines that can be imposed.
- (c) The Homeowner, et.al. may (but is not obliged to) attend the Grievance Meeting, but the Meeting will require a quorum of the Grievance Committee members.
- (d) At the Grievance Meeting the Grievance Committee will meet with the homeowner and review and discuss the violation (Refer to **Attachment 1** for recommended Grievance Meeting format). A majority decision of the Committee is required to Approve or Reject the fine. **PLEASE NOTE: The responsibility of the Grievance Committee will be EXCLUSIVELY to APPROVE OR REJECT the Fine.**
- (e) The Grievance Committee via the HOA Management Company, shall issue the written final decision to the homeowner no later than five (5) days after the Grievance Committee meeting is held. The Notice will be via certified mail, return receipt requested, and email.
- (g) If the proposed fine levied by HOA Management Company on behalf of the Board is approved by the Grievance Committee, the final payment is due five (5) days after the date of the meeting at which the fine is approved.

- (h) If the Homeowner is delinquent five (5) days after the written decision of the Grievance Committee, confirming the violation and fine, the HOA Board of Directors, reserves the right to use any remedies available under the Declaration of Covenants, Conditions, Restrictions and Easements for La Vida ('Declaration of Covenants', Section 13.01). Per Florida Statute, imposed fines of at least \$1,000.00 can be included in a lien on the unit.
- (i) Should a Homeowner delay in the payment of fines, said Homeowner and fines will be referred to the HOA Management Company and Association's attorney for collection in the same manner as late assessment payments are now referred (i.e., interest (12%/year), attorney's fees, court costs, lien, etc.) also loss of rights to use of common areas and loss of voting rights.
- (j) If Fine (IS or IS NOT) paid by homeowner and violation REMAINS UNCURED after 60 days, the La Vida Homeowner's Association may (i) remedy the violation and bill the homeowner the cost, and/or (ii) file a lawsuit seeking a court order that the violation cease and/or pay for remediation costs incurred by the Association. All associated court and attorney's fees will be paid by the homeowner under 720.305(1), Florida Statutes.

IV. RULES AND REGULATIONS

1. **Architectural Guidelines Violations**

(a) Pre-approved items.

Please refer to the latest version of the Architectural Guidelines approved by the La Vida HOA Board of Directors. A General Guideline is included in **Attachment 4**.

(b) Items requiring Approval of ACC

Please refer to the latest version of the Architectural Guidelines approved by the La Vida HOA Board of Directors. A General Guideline is included in **Attachment 4**.

2. **Common Areas and Retaining Ponds**

(a) Homeowners are responsible for the conduct of all their residents, children and guests in the Common Areas. Refer to **Attachment 5**; NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO LA VIDA, as of May 1, 2017, for the official description of La Vida Community Common Areas. Homeowners, residents and guests that exhibit unacceptable behavior (unacceptable behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property), will have the police promptly called, arrest made if necessary and legal action taken against the offender.

(b) No fishing, swimming, boating, wading, or rafting in the Retaining Pond (Lake) will be permitted by residents or guests.

(c) There shall be no throwing of stones or other items into the pond.

(d) Homeowners, residents, renters and their guests will not discharge refuse, litter, debris or other objects onto common areas, or into the pond, or sewers at any time. Those homeowners, residents, renters or guests found discharging refuse, litter, debris or other objects are subject to fines.

(e) Storage of any kind is expressly prohibited on or in any Common Areas.

- (f) No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be left behind or stored on the Common Areas.
- (g) Any additional trees, shrubs, or plantings to Common Area must be approved by the ACC (Refer to Architectural Guidelines).
- (h) Homeowners may not enclose any portion of the Common Area with a fence or other boundary.
- (i) Bike riding is permitted on roads only. No riding of bikes, motor bikes, or golf carts are allowed on Common Area grass.
- (j) No trash, lawn waste material, branches, rocks, or dirt is to be disposed of or left on any common area.

3. Contractor Working Hours

HOA Contractors and residents who employ contractors to perform services shall not allow performances of such services weekdays before 7 a.m. and weekends before 9 a.m. All such contracts services must terminate each evening no later than 7 p.m. Contract services include but are not limited to general construction activities, roofing repairs, driveway sandblasting, landscaping maintenance and automobile repairs services. Emergency repairs to home are excluded.

4. Home Exterior Maintenance

The home exterior (i.e., house walls, yard partition walls, lawn, driveways, mailboxes, etc.) must be maintained and kept in good repair. Violations shall be issued for (but not limited to) the following: (i) excessive peeling paint of house, mailboxes or driveways, (ii) rotting or missing wood, (iii) missing tiles, (iv) mold or mildew showing on home, tiles, mailboxes or driveways, (v) dirty roof, (vi) cracked, discolored or dirty driveways, (vi) torn screens, (vii) hanging shutters, (viii) dented garage doors, (ix) broken windows or doors, (x) lawn not being watered (xi) broken coach lights or (xii) removal of unsightly excessive debris and trash.

PLEASE NOTE: Mailboxes are supplied by the HOA and will be maintained, repaired and replaced, if necessary, due to mechanical damage and/or problems due to normal wear. Homeowners are responsible for their cleanliness (i.e., keeping them free of mold, dirt, etc.). Damage resulting from negligence or abuse from Homeowner will be the responsibility of the Homeowner.

5. Leash Law and Dog Waste

(a) Palm Beach County Municipal Codes: (Ord. No. 98-22, § 4, 6-16-98; Ord. No. 2015-027 _ [See **Attachment 6**]), prohibits pets from being unleashed or uncontained while outdoors. Pets are not to be left out unattended to stray off property. Even under leash, refrain from walking dogs on other Homeowner's property.

(b) The homeowner of every animal (dogs and cats) shall be responsible for the removal and sanitary disposition of feces deposited by his or her animal in all Public Areas. When accompanying the animal outside his or her property, the homeowner shall have on his or her person suitable means for the removal of such feces which will then be placed in his own refuse container for sanitary removal.

6. Residential Use and Leasing of Property

(a) All homes in the Community shall be used only for residential purposes, as a private residence and no industrial or commercial business or use shall be made of the same, or any portion thereof.

(b) No Lot shall be used or occupied for any purpose other than as a residential dwelling by a single family, its household servants and guests.

(c) A Homeowner shall not lease less than the entire home nor may the home be leased for transient or hotel purposes. Every lease must be for a minimum period of four (4) months.

(d) Every lease shall be in writing and shall contain the following: **“THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF LA VIDA HOMEOWNER ASSOCIATION.”**

(e) The Homeowner shall give a copy of any lease and the completed Leasing Questionnaire (Refer to **Attachment 7** for a copy of the Questionnaire which can also be downloaded from the HOA Management Company

website), together with such additional information as may be required, such as a Non-Discriminatory background check of the prospective tenant (Federal government's Fair Housing Act makes it illegal for an HOA to deny a person membership based on their race, color, religion, sex, familial status or national origin), to the HOA Property Manager at least thirty (30) days prior to the signing date of the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Homeowner's.

- (f) The Homeowner must make available to the Lessee copies of the Declaration of Covenants, Architectural Guidelines, By-laws, and these Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Homeowner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Homeowner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- (g) All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Homeowner responsible thereof.
- (h) All off-site Homeowner shall provide the Board through the HOA Property Manager, in writing, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a Homeowner who fails to provide such information shall be assessed to that Homeowner. Any Homeowner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Homeowner caused by any delays in receiving any notice that may result

thereof. Changes in address should be reported to the Board through the HOA Property Manager at least seven (7) days prior to the change occurring.

- (i) Homeowner and/or tenant are responsible for his/her guests' compliance with the Declaration of Covenants, By-laws, and Rules and Regulations of the Association.

7. Noise

- (a) No excessive noise (barking, pool pump or motor misalignment, chainsaw, uncontrolled alarms, loud music, etc.) that may disturb residents.
- (b) Outdoor parties w/guests during day or night should maintain moderate noise levels. As a common courtesy, please inform neighbors who may be impacted, of your events.
- (c) Refer to section 3 for Contractor service hours.

8. Parking

- (a) NO OVERNIGHT PARKING is allowed on roadways between 2:00 a.m. and 6:00 a.m.
- (b) NO OVERNIGHT PARKING is allowed in POOL PARKING AREA,
- (c) No parking is allowed at any time AGAINST the flow of traffic,
- (d) No parking is allowed at any time on grass or common area,
- (e) No parking is allowed directly across from another vehicle that restricts the distance required for the passage of emergency vehicles, waste management trucks, delivery vehicles, or any other large vehicles. Twenty to twenty-three feet is required for all emergency vehicles.

Each homeowner is responsible for the actions of their family members, guest or service providers. ARTICLE IX, RESTRICTIONS RELATING TO PROPERTY Section 9.13 states of the Declaration of Covenants states "The parking and storage of automobiles and other motor vehicles shall be limited to the driveways of Lots and other paved surfaces as authorized by the Association and the individual garages of the respective Dwellings".

TOWING and IMMOBILIZATION **SIGNS** have been posted at both entrances and are currently effective, **ALLSTAR TOWING INC.** and **NO GO BOOTING; INC.** Will randomly patrol the neighborhood both daytime and night hours. Costs to remove the boot or retrieving the vehicle from towing company are the homeowner's expense and will be paid directly to the company. (See **Attachment 8**, for their cost and contact information).

••Exceptions – (1) If driveways are painted and require 3 days of drying. Evidence must be shown such as paint cans blocking driveway entrance or other markers; (2) Holiday Parties, if formal notice has been provided to the HOA Management Company, Board President and neighbors impacted, and a proper sized NOTICE (letter size – 8 ½ “ x 11”) with contact information is left on the driver side of the windshield.

9. Pool and Clubhouse

The Pool and Clubhouse and its facilities are made available to Homeowner/Resident and their accompanied guests only from Dusk to Dawn. There will not be a Lifeguard on duty. Children below the age of 12 must not be left alone unattended in the pool house or pool.

Reservations for private parties and gatherings should be made in advance with the HOA Management Company and will be accepted providing there are no other reservations with deposits. A refundable deposit of \$500 is required prior to use to cover possible damages or additional cleaning of the pool or pool house. Homeowner is financially, legally and otherwise responsible for any and all other expenses related to the repair of any damage. Use of the facility is not to disturb the peace and quiet of the Community. It is the responsibility of Homeowner/Renter to insure that their guests observe all applicable Rules and the Regulations of the Community.

Food, beverages, and food containers are prohibited in the pool.

Glass containers are prohibited in the pool house area.

Pool furniture are not to be thrown into the pool.

No animals shall be allowed in the pool house area. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water in order to prevent a direct threat to the health of pool users.

10. Residents Emergency Contact Information

All homeowners are required to provide current phone numbers and email addresses to the HOA Management Company and Board. This information will be used only by the HOA Management Company, Board and/or the ACC for their own purposes. No phone numbers or email addresses will be given to or shared with any other party. Refer to **Attachment 2** for the Contact Information Form, which will also be available on the HOA Management Company website).

11. Speed Limit

All vehicles operating within the Community must abide by the posted speed limit posted at each entrance of sub-divisions and traffic signs. Speeding threatens the health, safety and welfare of all Residents and Management.

12. Sprinkler System

(a) Timers

Timers must be left on the AUTO position at all times unless there is a broken sprinkler, pipeline leak, or during hurricane emergencies. If timer is found in the OFF position, it will be considered a violation.

If resident desires to adjust timer settings, please note damage to timer may occur if timer mechanism is manually turned 'COUNTER-CLOCKWISE', this inflicted damage to timer will require timer replacement at the homeowner's expense.

(b) Sprinklers

Sprinkler heads or irrigation PVC pipelines damaged by individual homeowners or their paid contractors must be repaired at homeowner expense.

13. Trash and Pick-Up

As of October 1st, 2019, SWA-Solid Waste Authority of Palm Beach County provides the trash pick-up for regular, recyclable, and yard waste (Refer to **Attachment 9**) for further information - For more information, their phone number is 561-697-2700).

Trash pickup is based on the following schedule:

MONDAY:

Regular Trash - Trash cans with sealed lids as provided by SWA.

Bulk Items - Includes debris from minor home repairs up to 6 cubic

yards, neatly stacked, major appliances, furniture and other bulk items.

Recycling - Yellow bins for paper, magazines, etc. and Blue bins for containers, glass, etc.

Yard Waste -THERE IS NO PICK-UP FOR YARD CUTTINGS SUCH AS PALM FRONDS ETC. ON MONDAYS. This waste must be stored out of sight until pick-up on Thursday. Yard waste should not sit on the street for 3 days waiting for Thursday, the pickup day.

THURSDAY:

Regular Trash - Same as above

Bulk Items - Same as above

Recycling - None

Yard Waste - Yard waste is defined as vegetation and includes the following: grass clipping, leaves, shrub trimmings and palm fronds. Tree limbs must be cut to 6 feet or less and stacked neatly at the curb. Vegetation is picked up by a different truck than normal trash, so should not be mixed.

Unincorporated Palm Beach County residents receive regular collection service on all holidays, **with the exception of Thanksgiving Day and Christmas Day**. If your service falls on one of these holidays, your items will be collected on the next scheduled service day. There is no make-up collection day.

Trash cans and bins should be removed from the curbside the day of collection and to be housed so that they are not visible from the street. In addition, trash should not be placed on the curbside prior to 5 p.m. on the evening preceding the scheduled pick-up.

14. Unsightly Rubbish

All yard rubbish, trash, or garbage shall be kept so as not to be seen from neighboring dwellings and streets, and shall be regularly removed from the Property, and shall not be allowed thereon.

No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot or the Common Areas.

15. Vehicles and Vehicle Repairs

- a) Mobile house trailers (whether on or off wheels), recreational vehicles, campers, watercrafts, boats, trailers, etc. are prohibited or must be parked in such a manner as to be fully enclosed in the garage.
- b) No commercial truck, commercial bus or other commercial vehicle of any kind may be parked on a lot or on the street.
- c) No repairs or service to any vehicle will be permitted on the premises; provided, however, that minor routine maintenance work on the homeowners' own vehicles or emergency service such as tire and battery repairs is permitted. Toxic fluids from vehicles, such as oil, may not be discharged into or drainage systems.

Attachments

Grievance Hearing Format

This Grievance Hearing format is a set of steps to follow in this homeowners' association conflict resolution process to ensure that alleged violations of the by-laws, covenants, conditions, restrictions, regulations or policies of La Vida Homeowners' Association are resolved fairly and uniformly. At the hearing, the person(s) with a violation (the "Grievant") and the HOA Management Company representative ("Respondent") have an opportunity to state their case, provide evidence, ask questions and summarize their position. The Grievance Committee has the authority to limit evidence that is repetitive or not relevant to the issues.

1. Introductions, opening remarks, and clarification of issues.
 - a. Introductions and begin grievance hearing,
 - b. Member of Grievance Committee: summarize hearing process and state Committee's understanding of what the issues are,
 - c. Grievant: clarify what the issues are,
 - d. Respondent: clarify what the issues are.
2. Presentation of relevant evidence regarding Violation (if necessary).
 - a. Grievant presents testimony and documents,
 - b. Respondent presents testimony and documents,
3. (Optional) Inspection: opportunity to look at any physical item at issue, at the request of the Grievant, Respondent, or Grievance Committee.
4. Any additional questions from members of Grievance Committee.
5. Hearing adjourned.
6. Closed session and written report.

At the conclusion of the hearing, the Grievance Committee will meet in a closed session to deliberate on their findings and then vote. The HOA Management Company will make a written report and issue a recommendation to the La Vida Homeowners Association Board of Directors with a copy to the Grievant within 5 days after the date of the hearing.

LA VIDA RESIDENTS EMERGENCY CONTACT INFORMATION

Please Mail or Email your form to:

United Management Company
c/o Jackie Cohen: Jackie@unitedcommunity.net
111784 WEST SAMPLE ROAD Coral Springs, FL. 33065
Office 954 752-8119 Fax 954 752-3352

Owner's Name(s): _____

Additional Occupants: _____

(Names): _____

Address: _____, Boca Raton, FL 33433

Email: _____

Would you like to receive the La Vida Association Newsletter and other information that the Board would be sending out electronically? **Yes**____ or **No**_____

Phone Numbers:

Home: _____

Work: _____

Cell: _____

Emergency Contact:

Name: _____

Relationship: _____

Contact Phone: _____

Is the home currently being rented: **Yes**____ or **No**_____

Name of Renters: _____

Renters Phone Number: _____

This above information will not be shared or used for any purpose other than for La Vida Homeowner Association Business.

**TYPE OF VIOLATIONS AND RESPECTIVE FINES
AGAINST LA VIDA RULES AND REGULATIONS**

- A fine of \$100.00 per occurrence will be levied for breach of any “One Time Conduct Violation” contained in the Rules and Regulations.
- A fine of \$100.00 per day (Up to \$1,000 aggregate) will be levied for “Continuing and Uncured” violations contained in the Rules and Regulations.

Ref.	Violation	Type Violation	
		One Time Conduct Violation	Continuing and Uncured
1.	Antennas and Satellite Dishes location not approved by ACC		X
2.	Fixed Basketball Goal location not approved by ACC or not built to specs		X
3.	Decks & Patios not approved by ACC or not built to specs		X
4.	House exterior paint color not approved in Architectural Guidelines		X
5.	Fence not approved by ACC or not built to specs		X
6.	Flagpoles not built to Architectural Guidelines specs		X
7.	Free standing flagpole built		X
8.	Coach Lamps not meet Architectural Guidelines		X
9.	Other Exterior Lighting not approved by ACC or not built to specs		X
10.	Garage Doors design different from Architectural Guidelines		X
11.	Garage Doors color different from Architectural Guidelines		X
12.	Holiday Decorations not installed or removed within time limitations		X
13.	Hurricane Shutters not approved by ACC or not built to specs		X
14.	Hurricane shutters not removed in a timely manner (14 days max)		X
15.	New Huts or Tropical Chickee Huts installed (Seminole and Miccosukee Chickee/Tiki huts allowed)		X
16.	Awnings not approved by ACC		X
17.	Landscaping plants, mulch treatment colors and river rock options not approved in Architectural Guidelines		X
18.	Tree Removed without ACC approval or P.B. County Planning, Zoning and Building Dept. permit	X and inform P.B. County	

19	Play Equipment installed without ACC approval		X
20	Roof Tiles installed not approved in Architectural Guidelines		X
21	Sign installed	X	
22	Solar Panels installed without ACC approval		X
23	Swimming Pools, Spas, and Hot Tubs installed without ACC approval		X
24	Above ground pools installed		X
25	Temporary Marking Flags not removed within time limitations (90 days)	X	
26	Windows design and/or color not in approved Architectural Guidelines		X
27	Doors design and/or color not in approved Architectural Guidelines		X
28	Common areas and/or retaining pond violation (Sections 2.a through 2.j with the exemption of 2.h)	X	
29	Common areas enclosed by homeowner with fence (Section 2.h)		X
30	Contractor working hours out of limits (with exceptions due to emergencies)	X	
31	Excessive peeling paint of house, or driveways		X
32	Rotting or missing wood		X
33	Missing tiles		X
34	Dirt, Mold or mildew showing on home, tiles, mailboxes or driveways		X
35	Dirty roof		X
36	Cracked, discolored or dirty driveways or rear yard wall		X
37	Torn screens		X
38	Hanging shutters		X
39	Dented garage doors		X
40	Broken windows or doors		X
41	Lawn not being watered due to Homeowner disengaging/turning off sprinkler/irrigation system	X	
42	Broken coach lights		X
43	Unsightly excessive debris and trash.		X
45	Pet left unleashed	X	Report to Palm Beach County

46	Walking pet leashed on other homeowner property and not removing feces from lawn, or not disposing of feces in their own container	X	
47	Improper use of residence and/or leasing of property		X
48	Excessive noise creating disturbance	X	
49	Improper Parking	X	Car Immobilized or Towed
50	Improper use of Pool and/or pool house	X	
51	Homeowner emergency contact information not supplied to HOA Management Company	X	
52	Community speed limit not followed	X	
53	Sprinkler system damaged by improper adjustment procedure or car parked above sprinkler head	X Homeowner to pay repair	
54	Trash bins placed outside or on curbside or not removed from curbside before/after time limit	X	
55	Unsightly rubbish, clothing, laundry, etc., exposed/seen from outside the dwelling	X	
56	Non-approved vehicles (refer to rule 15) parked on driveway and/or common areas overnight or during extended period of time (24 hrs.)		X
57	Non-emergency maintenance/repair done to vehicle on the driveway or common areas.	X	

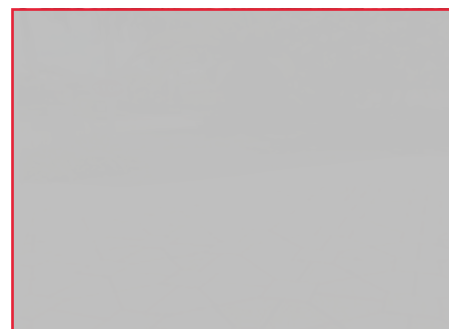
SAMPLE

[REDACTED]
c/o United Community Management
11784 West Sample Road
Coral Springs, FL 33065
Phone: 954-752-8119
Email: isles@unitedcommunity.net

NOTICE TO APPEAR
CERTIFIED AND REGULAR MAIL

[REDACTED] 2019

[REDACTED]
[REDACTED]
[REDACTED]



[REDACTED] 2019 12:53 PM

Dear [REDACTED]

We previously sent you a Notice of Violation in which we informed you of the need for you to correct your violation of the Covenants, and/or By-Laws of [REDACTED] Association, Inc. and the Rules and Regulations of the Association.

Specifically, we informed you of the following violation, which remains outstanding:

Please [REDACTED] On Property

The Board of Directors of the Association has received information that the violation noted above has not been resolved. Since compliance as directed was not achieved within the time requested and no communication has been received by the Association through the Management Company to dispute the validity of the violation, the Board of Directors has levied a fine against your unit in the amount of \$100 per day for the violation listed above. Pursuant to the Notice of Violation sent to you previously, such fine has begun accruing as of the date of this letter, with the maximum fine allowed totaling \$1,000 per violation.

You are also hereby notified that the Grievance Committee will hold a hearing at [REDACTED] PM on [REDACTED] 2019 at [REDACTED] at which time they will make a determination as to whether to impose the aforementioned fine levied against your unit. You have the right to attend this hearing and present your side of the matter. However, please note that your failure to attend the hearing will not preclude the Committee from affirming the fine against you; nor does this hearing alleviate your responsibility to correct the above-listed outstanding violation. If you comply and have rectified all of the deficiencies prior to the date of the scheduled hearing, please contact our management office by e-mail at the address in this letterhead.

While the Board prefers to avoid having to fine residents, your decision to ignore our previous Notice of Violation has caused us to do so in this instance. Please be aware that in addition to any fine which the Grievance Committee confirms, your failure to correct any violations which remain outstanding may lead to further legal action, the expense for which you will be responsible.

Sincerely,

For the Board of Directors
of [REDACTED] Association, Inc.

General Guidelines for ACC Review and Approval Requirements

1.	Antennas and Satellite Dishes	No ACC approval if placed at rear of home. If other location, it requires ACC approval
2.	Basketball Goals	Fixed goals location requires ACC approval Portable goals do not require ACC approval
3.	Decks & Patios	Require ACC approval
4.	Driveways and Front Walkways	Stained per approved ACC color code.
5.	Exterior Painting color	Does not require ACC approval if approved color code is used
6.	Fences	Require ACC approval
7.	7.1 Flagpoles	Do not require ACC approval if holder attached to front of the house Free standing flagpoles are not allowed
	7.2 Coach Lamps	Do not require ACC approval if follow approved list. Other types are not allowed
	7.3 Other Exterior Lighting	Lamp posts require ACC approval
8.	Garage Doors	Only current design is allowed Only approved color code to be used
9.	Holiday Decorations	No ACC approval required Time limitations imposed
10.	Hurricane Shutters	Requires ACC approval (Plywood exempted) Time limitations imposed
11.	11.1 Huts, Tropical Chickee Huts	Not allowed, except for Seminole and Miccosukee Chickee/Tiki huts
	11.2 Awnings	Require ACC approval
12.	Landscaping	ACC approval is not required as long as the existing approved scheme are maintained for landscaping plants, mulch treatment colors and river rock options
13.	Tree Removal	Requires ACC approval
14.	Mailboxes	Provided by Association, but to be maintained by homeowner
15.	Play Equipment	Require ACC approval
16.	Roof Tiles	Does not require ACC approval if approved type and color code is used
17.	Signs	No signs of any type allowed (Open House and security services signs exempted)
18.	Solar Panels	ACC approval required
19.	Swimming Pools, Spas, and Hot Tubs	ACC approval required (above ground pools are not allowed)
20.	Temporary Marking Flags	Do not require ACC approval 90 Day time limitations imposed
21.	21.1 Windows	Only the existing window design and color is allowed Interior pane design does not require ACC approval
	21.2 Doors	ACC approval is not required as long as the existing approved selections are used Painted per approved ACC color code.

Attachment 5

OR BK 29047 PG 1541
RECORDED 04/27/2017 14:35:09
Palm Beach County, Florida
AMT
Sharon R. Bock
CLERK & COMPTRROLLER
Pgs 1541-1545; (5Pgs)

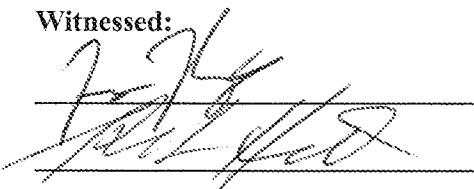
NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING TO LA VIDA

This is
BOD

NOTICE IS HEREBY GIVEN that the Declaration of Covenants, Conditions, Restrictions and Easements relating to *La Vida*, whose principal office address is: *c/o United Community Management, 11784 Sample Road., Coral Springs, FL 33065*, recorded in **Official Records Book 5378, Page 716 et. seq.** of the Public Records of Palm Beach County, Florida, as and as may be amended from time to time, and currently burdening the property of each and every member of the La Vida Homeowners Association, Inc. is preserved and hereby retains its status as the source of marketable title with regard to the transfer of a member's residence pursuant to the authority for same found in Section 712.05 and 712.06, Florida Statutes. Preservation of such covenants, conditions, restrictions and easements, **effective May 1, 2017**, has been approved by no less than two-thirds (2/3) of the members of the board of directors at a board meeting held **April 17, 2017**, at **7:00 p.m.**, at the **Community Center, Sugar Sand Park, 300 S. Military Trail, Boca Raton, FL 33486**, for which a notice stating such date, time and place accompanied by the statement of marketable title action described in Section 712.06(1)(b), F.S., was mailed to members of the property owners association not less than seven (7) days prior to the meeting. A true and correct copy of the Statement of Marketable Title Action and the legal description of the real property to which this notice applies is attached hereto and is recorded herewith.

IN WITNESS WHEREOF, this notice of preservation has been executed before me and subscribed in my presence this 21 day of April, 2017.

Witnessed:



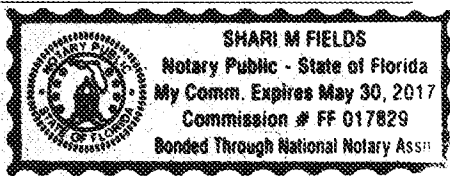
LA VIDA HOMEOWNERS
ASSOCIATION, INC.

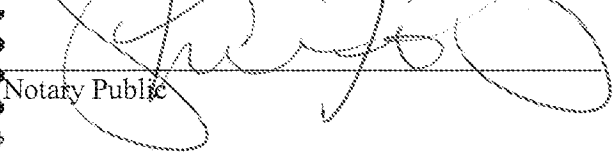
By:


CAROLE A. TEIXEIRA, PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by Carole A. TEIXEIRA, President of La Vida Homeowners Association, Inc., who is personally known to me or who has produced as identification and who did (did not) take an oath.




Notary Public

***STATEMENT OF MARKETABLE TITLE ACTION
PURSUANT TO SECTION 712.06, F.S.***

The **LA VIDA HOMEOWNERS ASSOCIATION, INC.** (the "Association") has taken action to ensure that the Declaration of Covenants, Conditions, Restrictions and Easements relating to La Vida, recorded in Official Records Book 5378, Page 716 *et seq.*, of the public records of Palm Beach County, Florida, as and as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachment are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

The description of all land affected by this notice, referred to in the Declaration of Covenants, Conditions, Restrictions and Easements is as shown on the attached Declaration Exhibit A and the entire Plat of La Vida that are incorporated herein.

NOTICE OF BOARD MEETING TO CONSIDER THE MATTER

NOTICE IS HEREBY GIVEN pursuant to Section 712.05, Florida Statutes, that the Board of Directors will consider the approval of the foregoing Statement and of its recording with the affidavit required by Section 712.06(1)(b) at its meeting set for **March 20, 2017, at 7:00 p.m., at the Community Center, Sugar Sand Park, 300 S. Military Trail, Boca Raton, FL 33486.** You are welcome to attend.

Board of Directors
La Vida Homeowners Association, Inc.

EXHIBIT "A"

All of La Vida, according to the plat thereof,
as recorded in Plat Book 57, Pages 83-84,
Public Records of Palm Beach County, Florida.

This is not a certified copy

This is Not a Contract

LA VIDA

BEING A REPLAT OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D.
 SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA

MARCH, 1987 SHEET 1 OF 2

44-38187 12-11-87-22-7032

83

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAT WAS FILED FOR
 RECORD 3/16/87 BY
 THE CLERK OF COUNTY
 RECORDS AND MAPS
 IN BOOK 29047 PAGE
1544 AND 1545 PAGES
 JOHN S. DANIEL, CLERK
 OF COUNTY RECORDS AND MAPS

DEDICATION
 KNOW ALL MEN BY THESE PRESENTS THAT THE KENNEDY GROUP, LTD., A FLORIDA PARTNERSHIP, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE LAND SHOWN HEREON AS LA VIDA, SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST, ALSO BEING A PART OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D., P.B. 800, PAGES 238 THROUGH 240, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, HEREIN MORE FULLY DESCRIBED AS FOLLOWS:
 SHOWING ALL OF TRACT 75-C AS SHOWN ON BOCA DEL MAR NO. 8-P.U.D., AS RECORDED IN PLAT BOOK SO, PAGES 218 THROUGH 240 OF THE APPOINTMENTED PUBLIC RECORDS OF SAID PALM BEACH COUNTY.
 THE ABOVE PARCEL CONTAINS 8.088 ACRES MORE OR LESS.
 HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND HEREBY DEDICATE AS FOLLOWS:

- TRACT A, THE ACCESS TRACT, AS SHOWN HEREON IS HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR DRIVES, WALKS, UTILITY, DRAINAGE, AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- THE UTILITY EASEMENTS AS SHOWN HEREON AND HEREBY DEDICATED IN FULLNESS FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES.
- THE DRAINAGE EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED IN FULLNESS TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES, WITHOUT RECOURSE TO PALM BEACH COUNTY. HOWEVER PALM BEACH COUNTY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN THAT PORTION OF THE DRAINAGE SYSTEM UNDERWRITTEN BY THIS PLAT WHICH IS ASSOCIATED WITH THE DRAINAGE OF PUBLIC ROADS.
- TRACT B, THE WATER MANAGEMENT TRACT, IS HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOME OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR WATER MANAGEMENT AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- THE MAINTENANCE AND MAINTENANCE ACCESS EASEMENTS ARE HEREBY DEDICATED TO AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR ACCESS TO AND MAINTENANCE OF THE MAINTENANCE MANAGEMENT TRACT, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- RECREATION TRACT C, AS SHOWN HEREON, IS HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR RECREATION AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- TRACTS D, E, F AND G, AS SHOWN HEREON, ARE HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR LANDSCAPE AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.
- TRACTS H, I AND J AS SHOWN HEREON, ARE HEREBY DEDICATED TO, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE LA VIDA HOMEOWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR BUFFER, LANDSCAPE AND OTHER PROPER PURPOSES, WITHOUT RECOURSE TO PALM BEACH COUNTY.

IN WITNESS WHEREOF, VILLAS OF BOCA WOODS DEVELOPMENT CORPORATION, A FLORIDA CORPORATION, A GENERAL PARTNER OF THE KENNEDY GROUP, LTD., A FLORIDA PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED TO BY ITS SECRETARY, RESPECTIVELY, AND THEIR CORPORATE SEALS TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF THEIR BOARD OF DIRECTORS, THIS 11TH DAY OF MARCH, 1987.

VILLAS OF BOCA WOODS DEVELOPMENT CORPORATION, A GENERAL PARTNER OF THE KENNEDY GROUP, LTD.
 ATTEST: [Signature] BY: [Signature]
 PRESIDENT SECRETARY

ACKNOWLEDGEMENT
 STATE OF FLORIDA
 COUNTY OF PALM BEACH
 BEFORE ME PERSONALLY APPEARED TIMOTHY H. KELLY AND ROBERT N. KENNEDY TO ME WELL KNOWN AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED BY AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT AND SECRETARY OF THE KENNEDY GROUP LTD., A FLORIDA PARTNERSHIP, AND ACKNOWLEDGED TO ME BEFORE ME THAT THEY EXECUTED SAID INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATE GENERAL PARTNER, AND THAT THE SEAL AFFIXED HERETO IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED HERETO BY OUR AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE TRUE ACT AND DEED OF SAID CORPORATION.
 WITNESS MY HAND AND OFFICIAL SEAL THIS 11TH DAY OF MARCH, 1987.
 MY COMMISSION EXPIRES: 3-12-88 [Signature]
 NOTARY PUBLIC

TITLE CERTIFICATION
 ME, BRUCE AND CAROL, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREIN DESCRIBED INSTRUMENT THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED TO THE KENNEDY GROUP, LTD., THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THE PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGES.
 DATE: 3/6/87 BY: [Signature]
 BRUCE AND CAROL

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE SUPERVISION AND SUPERVISION, THAT SAID SURVEY COMPLIED WITH CHAPTER 89A-9 OF THE FLORIDA ADMINISTRATIVE CODE AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT PERMANENT IRREVERSIBLE MONUMENTS (P.I.M.'S) HAVE BEEN SET; THAT PERMANENT CONTROL POINTS (P.C.P.'S) WILL BE SET UNDER GUARANTEE POSTED WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE REQUIRED IMPROVEMENTS; THAT THE SURVEY DATA COMplies WITH ALL THE REQUIREMENTS OF CHAPTER 127 OF THE FLORIDA STATUTES, AS AMENDED, AND ORDINANCES OF PALM BEACH COUNTY, FLORIDA.

THIS 16TH DAY OF MARCH, 1987.
[Signature]
 MICHAEL A. RANCI
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 4038

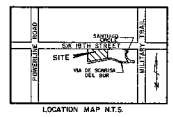
REMARKS
 1. ALL BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF N01°30'34"W ALONG THE WEST LINE OF THE PLAT OF BOCA DEL MAR NO. 8, AS REPRODUCED IN PLAT BOOK SO, PAGES 238 THROUGH 240 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
 U.S. DENOTES UTILITY EASEMENT.
 D.C. DENOTES DRAINAGE EASEMENT.
 L.A.E. DENOTES LIMITED ACCESS EASEMENT.
 P.C.P.M. DENOTES PERMANENT CONTROL POINT. SET SHOWN THESE: —
 FOUND SHOWN THESE: —
 P.C.P. DENOTES PERMANENT CONTROL POINT. SHOWN THESE: —
 2. THERE SHALL BE NO BUILDINGS OR ANY KIND OF CONSTRUCTION PLACED ON UTILITY OR DRAINAGE EASEMENTS.
 THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS.
 LANDSCAPING ON OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL UTILITY COMPANIES OCCUPYING SAME.
 IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS, DRAINAGE EASEMENTS SHALL HAVE PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY THE USE RIGHTS GRANTED.
 3. ALL LINES WHICH INTERSECT CURVES ARE RADIAL TO THOSE CURVES UNLESS OTHERWISE NOTED.
 4. THE BUILDING SETBACK LINE SHALL BE AS REQUIRED BY CURRENT PALM BEACH COUNTY ZONING REGULATIONS.

APPROVALS
 PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 28TH DAY OF July 1987.
 BY: [Signature]
 CAROL A. ROBERTS, CHAIR
 ATTEST:
 DEAN BOARD OF COUNTY COMMISSIONERS
 JOHN S. DANIEL, CLERK
 BY: [Signature]
 COUNTY ENGINEER
 THIS PLAT IS HEREBY APPROVED FOR RECORD THIS 28TH DAY OF July 1987.
 BY: [Signature]
 HENRY T. KAPLON, P.E., COUNTY ENGINEER

S.U.D. TABLE DATA

TOTAL ACREAGE	8.088 AC.
TOTAL LOTS	44 LOTS
GROUND COVERAGE	8.42 AC./AC.
USE/ZONE COVERAGE	2.802 AC.
STREETS & UNCOVERED PARKING	0.088 AC.
WATER BODIES	1.122 AC.
TOTAL OPEN SPACE	5.087 AC.

THIS INSTRUMENT WAS PREPARED BY DIANE H. NELSON IN THE OFFICE OF STANLEY/MERIDIAN SURVEYING AND MAPPING, INC., 2000 LINDSAY STREET, WEST PALM BEACH, FLORIDA 33407.



SEAL NOTARY PUBLIC
 SEAL VILLAS OF BOCA WOODS DEVELOPMENT CORPORATION
 SEAL PROFESSIONAL LAND SURVEYOR
 SEAL COUNTY ENGINEER
 SEAL COUNTY CLERK

Meridian Surveying and Mapping, Inc.
 1000 LINDSAY STREET WEST PALM BEACH, FL.
 DRAWN: MRS. DANIEL-02-08
 CHECKED: D. H. W. SAIZ NONE
 DRAWING NO. 88-08-PL LA VIDA

This is not a certified copy

LA VIDA

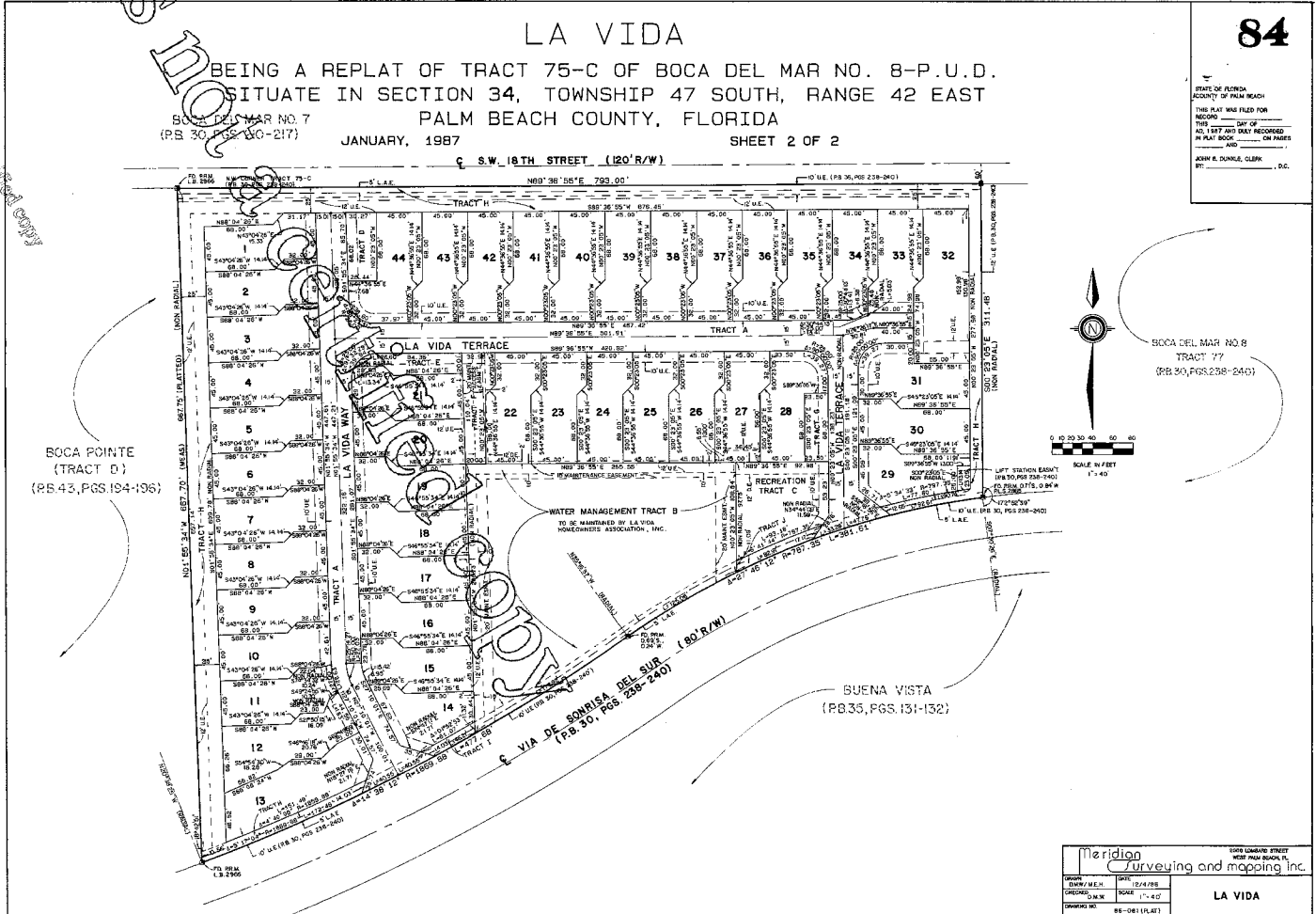
BEING A REPLAT OF TRACT 75-C OF BOCA DEL MAR NO. 8-P.U.D.
 SITUATE IN SECTION 34, TOWNSHIP 47 SOUTH, RANGE 42 EAST
 PALM BEACH COUNTY, FLORIDA
 JANUARY, 1987

BOCA DEL MAR NO. 7
 (P.B. 30, PGS. 10-217)

SHEET 2 OF 2

84

STATE OF FLORIDA
 COUNTY OF PALM BEACH
 THIS PLAN WAS FILED FOR
 RECORD _____ DAY OF _____
 AT 1:57 PM AND RECORDED
 IN PLAT BOOK _____ ON PAGE
 _____ AND _____
 JOHN E. DUNN, CLERK
 P.C.



Meridian		1008 LAVIDA STREET WEST PALM BEACH, FL	
DATE	12/4/88		
CREATED BY	J.M.K.	SCALE	1" = 40'
DRAWN BY	B.E.-DBI(LPLAT)	LA VIDA	

Palm Beach County Municipal Codes:

https://library.municode.com/fl/palm_beach_county/codes/code_of_ordinances?nodeId=PABEC_OCO_CH4AN_S4-4DOCACO

(Ord. No. 98-22, § 4, 6-16-98; Ord. No. [2015-027](#), § 1

Sec. 4-4. - **Dog and cat control.**

(a) Dogs. It shall be unlawful for any dog to be off the owner's property (which property is exclusive to the owner) unless the dog is under the restraint or control of a person by means of a leash or other device such as a cage, crate or vehicle in accordance with [section 4-24](#), Animal care; manner of keeping. Dogs shall be exempted from the provisions of this subsection when:

- (1) Being used by law enforcement to perform law enforcement services;
- (2) Performing services as a service animal, when necessary to be off leash to perform such services;
- (3) Within a public space designated for dogs to be off-leash such as a dog park or public beach that allows dogs, provided the handler adheres to all rules instituted for such space; or
- (4) Engaged in herding, hunting, registered field trials, obedience trials or an American Kennel Club or other similarly recognized show or competition.

(b) A fine schedule for violations of this section shall be established by the Board by resolution. As a means to encourage owners to sterilize dogs, the following additional procedure has been implemented: When a first offense citation is issued to an owner of an unsterilized dog for violating paragraph (a) above, the Division is authorized to hold the citation for fifteen (15) working days, allowing time for the owner to have said dog sterilized. If proof of sterilization is presented to the Division in this time period, the citation shall not be processed through the County court system, thus waiving the citation fine for the owner. If the Division is not presented proof of sterilization within fifteen (15) working days, the citation will be processed.

(c) Any dog found off the owner's property in violation of this section may be impounded by the Division and held for possible redemption in accordance with [section 4-12](#), Redemption and adoption.

(d) Any dog or cat that has bitten, attacked or threatened to bite or attack a human being or domestic animal while off the owner's property (which property is exclusive to the owner) may be impounded by the Division and held for possible redemption in accordance with [section 4-12](#), Redemption and adoption. Such dog or cat may be removed from the owner's property and impounded unless confined in a humane manner within a secure building or enclosure and unable to come into contact with any person(s).

(Ord. No. 98-22, § 4, 6-16-98; Ord. No. [2015-027](#), § 1, 6-23-15)

Sec. 4-5. - **Animals creating nuisances.**

- (a) The owner having control or custody of any dog, cat or psittacine bird that:
- (1) Habitually barks, whines, howls, squawks or causes other objectionable oral noise resulting in a serious annoyance to a reasonable person, shall be deemed to be committing an act in violation of this section; or
 - (2) Disturbs the peace by habitually or repeatedly destroying, desecrating or soiling public or private property, chasing persons, livestock, cars or other vehicles, running at large, or other behavior that interferes with the reasonable use and enjoyment of the property, shall constitute a public nuisance.

Sec. 4-9. - **Animal waste.**

The owner of every dog and cat shall be responsible for the removal of any feces deposited by his/her animal on public property, public walks, public beaches, recreation areas or private property of others.

(Ord. No. 98-22, § 9, 6-1

LEASING QUESTIONNAIRE

Please Mail or Email your form to:

United Management Company

c/o Jackie Cohen: Jackie@unitedcommunity.net

111784 WEST SAMPLE ROAD Coral Springs, FL. 33065

Office 954 752-8119 Fax 954 752-3352

Renting Address _____, Boca Raton, FL 33433

Owners Name _____

Owners Address _____

Owners City, State and Zip Code _____

Owners Home Phone number _____

Owners Cell Phone number _____

Owners Work Phone number _____

Owners Email Address _____

Tenants Names(s) _____

Other Occupants of the Residence _____

Tenants Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

If yes, what type of pets? _____

Have owner informed tenant(s) that they must be in compliance with the Declaration of Covenants, By-laws, and Rules and Regulations of the Association?

Yes _____ No _____

Please attach a copy of the Lease to this Questionnaire.

Please assure, that paragraph in Section 6(d) of the VIOLATIONS/GRIEVANCES RULES AND REGULATIONS document for the La Vida Community has been included in the Lease.

I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declaration of Covenants, By-laws and Rules and Regulations for the La Vida Homeowner Association.

Homeowner

Date

Homeowner

Date

Tenant

Date

Tenant

Date

PARKING VIOLATION**TOWING/BOOTING PAY SCHEDULE****'ALLSTAR' Towing service fees:**

- ▶ \$150.00= 1st 6 hrs.
- ▶ After 1st 6hrs= \$25 per hr. beyond \$150.00
- ▶ Adm. Fees

'NO GO' Booting service fees:

- ▶ Flat \$90.00 removal fee

PLEASE NOTE: Auto owners are responsible for ALL service fees paid directly to respective service companies listed, not La Vida HOA or any Board members

- ALL STAR TOWING: 561 417-3337
1781 NW 1st Ct. Boca Raton, FL. 33432
- NO GO BOOTING: 561 306 2954

Exceptions to the rule:

- * (3) day driveway paint drying allowance
- * Holiday parties (Formal notice provided to Board through HOA Management Company and to neighbors impacted)



WELCOME TO AUTOMATED COLLECTION

PLEASE **DO NOT** USE THIS CART UNTIL **OCTOBER 1**



PLACE CART CURBSIDE WITH THE ARROWS POINTING TOWARD THE ROAD



**CART MUST BE 3 FEET AWAY FROM ANY OBSTRUCTION
(e.g. automobiles, mailboxes, fences, trailers, etc.)**

PLEASE PLACE ALL GARBAGE INSIDE THIS GARBAGE CART

GARBAGE OUTSIDE CART WILL NOT BE COLLECTED

IF YOU CAN FIT IT, PUT IT IN IT

THERE IS NO WEIGHT LIMIT ON THE CART

PALM BEACH COUNTY YARD WASTE GUIDELINES

Maximum 6 cubic yards per week -18' Long x 3' Wide x 3' High (limit includes canned and loose debris)
or 6 large steps long x 1 large step wide x about waist height
cubic yard formula - (L x W x H)/27 (measured in feet)

In Garbage Cans or Bags



50 Gallon Can = aprox. 1/4 cubic yard

Grass Clippings



Pine Cones



Cans/Bags must weigh less than 50 lbs each when filled

Pine Needles



Small Twigs & Branches



Contact SWA
for a free Estimate
561-697-2700
\$8 per cubic
yard

Place Debris Along the Roadway



Neatly stacked Tree Branches (max 6' long – 50lbs. each) Palm Fronds (any size)



Place in Garbage Cart



Coconuts/Fruits



NO

Piles over 6 cubic yards



NO

Tree Trunks



For additional information,
visit SWA.org or call
SWA Customer Service
at 561-697-2700.

Learn more

SWA.org/YardWaste

The SWA contracts for collection service for those living in unincorporated Palm Beach County. If there are any issues with this collection, contact the SWA and we will work with the contracted hauler to resolve any concerns.

For waste collection schedules, visit SWA.org/MyPickUpDays or call the SWA.

A collection service issue or miss must be reported to the SWA no later than the end of business the day following a scheduled service day

Curbside collection service is provided from 6 a.m. to 5 p.m., Monday through Saturday. All waste must be placed at the curb by 6 a.m. on the scheduled day. Garbage is collected twice a week, and bulk items, yard waste and recycling are collected once a week.

If you can fit it, put it in it!



Garbage (2 times per week)

All garbage must be placed inside the wheeled cart provided by the contracted waste hauler.

Any garbage bags or other debris that is placed outside cart will be left and must be placed inside cart for collection on the following scheduled service day.

Place the garbage cart in front of your own home. Remember:

- The cart handles should face your house and the arrows on the lid face the street.
- The cart should be within 6 feet of the roadway, and at least 3 feet away from obstructions such as mailboxes, fire hydrants, parked cars, low-hanging tree limbs, etc.

Broken or Stolen Carts

If the collection truck causes the damage or damage is a result of normal wear, the damaged cart will be repaired or replaced at no charge.

Damage resulting from negligence or abuse by the resident will be the responsibility of the resident.

Stolen carts will be replaced at no charge to the resident.

Moving

The cart should remain at the original property and be safely stored in a secure place for the new occupant.

Holiday Collection Schedules

Waste is collected for unincorporated residents on all holidays except Thanksgiving Day and Christmas Day. There is no make-up day, but the collection days following those holidays are the only times when waste placed outside of the garbage cart will be collected.

Visit SWA.org/MyPickUpDays for schedules and to receive reminders.

Safety

To ensure the safety of waste workers and our environment, some items are never collected curbside.

They include:

- Major construction, demolition and remodeling debris
- Automotive debris, fluids or anything with a combustion engine
- Land clearing debris, including tree stumps and root balls
- Home chemicals, hazardous materials and flammable products

Disposal options for waste that cannot be collected at the curb:

- Visit SWA.org or call the SWA to receive an estimate for special collection.
- Contract any private rubbish removal service or waste hauler.
- Rent a dumpster from any permitted roll-off hauler. A list of permitted haulers is available at SWA.org.
- Transport the material directly to the SWA's Customer Convenience Drop-off Center at the North County Landfill (6330 N Jog Road, West Palm Beach, FL 33412). There will be a disposal fee and cash is required.

Residential Curbside Collection Guidelines in Unincorporated Palm Beach County



**Solid Waste Authority
of Palm Beach County**
561-697-2700
866-SWA-INFO
(866-792-4636) toll-free
ContactCIS@swa.org
SWA.org

Yard Waste (1 time per week)

Yard waste refers to debris from routine residential yard maintenance only. Debris from land clearing or tree removal is not eligible to be collected at the curb. Each week, a maximum of 6 cubic yards of yard waste is collected.

Cubic Yard Formula:
(Length X Width X Height) ÷ 27
measured in feet

To avoid service interruption:

- Make sure pile does not exceed 6 cubic yards.
- Keep it separate from other debris and free of dirt or sand.
- Place loose vegetation like leaves, tree and hedge trimmings, pine needles, etc. in a container such as a paper bag or garbage can.
- Cut branches into pieces that are no more than 6 feet long, 6 inches in diameter, and weigh no more than 50 pounds each. Palm fronds can be any length.
- Neatly stack tree branches and palm fronds in a pile that does not exceed 6 cubic yards.

Piles that exceed 6 cubic yards will not be serviced. They will be tagged and it will be the residents' responsibility to arrange for removal, either by hauling it to a permitted disposal facility, making arrangements with a private hauler, or contacting the SWA for a removal estimate

Yard Waste - cont.

based on a contract rate of \$8 per cubic yard. Once paid, the yard waste will be removed within 72 hours.

Note: Coconuts are not yard waste and must be placed in your garbage cart.



IMPORTANT
New Yard Waste Ordinance

Palm Beach County ordinance states that yard waste piles that exceed the maximum 6 cubic yard weekly limit or those that are non-conforming to the previously listed regulations will have no portion of the pile serviced and the property owner will be responsible for its removal. Such piles will be tagged and must be removed within 30 days of original tag to avoid further action or financial penalties.

Bulk and Minor Home Repair (1 time per week)

Bulk

Bulk waste is limited to 3 items per collection day.

Place bulk items like appliances, furniture and large household items that do not fit in the cart at the curb, making sure nothing is stacked on top of water or gas meters, under low branches or utility wires, or within 3 feet of mail boxes or fire hydrants.

For safety reasons, please:

- Remove or seal doors on all appliances such as refrigerators, freezers, washer and dryers so that children cannot crawl inside and become trapped.
- Break up all mirrors, glass doors, glass table tops, pane glass, etc. and place them in the cart.

Construction Debris (C&D)

C&D from minor home repairs is limited to 2 cubic yards weekly. All such material must be containerized in containers weighing less than 50 pounds when filled, with the exception of carpeting. Carpeting must be cut to 4-foot pieces, rolled and secured into bundles weighing less than 50 pounds.

Bulk and C&D that does not meet these guidelines will not be collected. If there is more than three bulk items or 2 cubic yards of C&D, call the SWA for an estimate to have the additional items removed. It is the residents' responsibility to either modify how the C&D is set out so that it meets the guidelines, or transport the C&D to the SWA's landfill or transfer station, which does incur a disposal fee.

Recycling (1 time per week)

For information about recycling in Palm Beach County, visit SWA.org/RecycleRight or call the SWA.

The **blue** recycling bin gets:

- Plastic Bottles and Containers
 - Lids on; 2 gallons or less
- Cans, Food and Beverage
- Glass Bottles and Jars
 - Lids off
- Cartons, Milk and Juice
 - Lids on
- Drink Boxes
 - No pouches

The **yellow** recycling bin gets:

- Cardboard
 - Flattened
- Newspapers and Inserts
 - No plastic bags
- Office and School Paper
- Mail
- Magazines
- Dry Food Boxes
 - No food stains
- Paper Bags
- Cardboard Paper Rolls
- Pizza Boxes
 - No food stains

Some items **cannot** be recycled in either the blue or yellow bin:

- | | |
|-------------------------------------|---------------------------|
| • Plastic Bags | • Paper Plates |
| • Foam Products | • Paper Towels or Napkins |
| • Aluminum Foil or Pans | • Coat Hangers |
| • Shredded Paper | • Light Bulbs |
| • Plastic Eating Utensils or Straws | • Needles |