

This instrument was prepared by:  
**MARK D. FRIEDMAN, ESQUIRE**  
Becker & Pollakoff, P.A.  
625 North Flagler Drive - 7<sup>th</sup> Floor  
West Palm Beach, FL 33401  
(W-C112)

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR SUMMER CHASE, AND THE AMENDED  
AND RESTATED BYLAWS FOR  
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.**

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WHEREAS, the Declaration of Protective Covenants, Restrictions and Easements for **Summer Chase** has been duly recorded in the Public Records of **Palm Beach County, Florida**, in Official Record Book **6059** at Page **778**; and

WHEREAS, the Articles of Incorporation and Bylaws for Summer Chase Homeowners Association, Inc. are attached as exhibits thereto; and

WHEREAS, the Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Summer Chase has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **21938** at Page **1413**; and

WHEREAS, the Amended and Restated Articles of Incorporation and Bylaws for Summer Chase Homeowners Association, Inc. are attached as exhibits thereto; and

WHEREAS, at a duly called and noticed meeting of the membership of Summer Chase Homeowners Association, Inc., a Florida not-for-profit corporation, held on **October 15, 2008**, the aforementioned Amended and Restated Declaration of Protective Covenants, Restrictions and Easements, Articles of Incorporation and Bylaws were amended pursuant to the provisions of said Amended and Restated Declaration, Articles and Bylaws.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Amended and Restated Declaration are a true and correct copy of the amendments as adopted by the membership:

**AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND EASEMENTS FOR  
SUMMER CHASE**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~",  
unaffected text indicated by "...")

**ARTICLE X  
MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY**

In order to further establish and preserve the Subject Property each Owner covenants and shall be obligated at all times to maintain all portions of his Residence (including, but not limited to, walls, roofs, fences, utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances located upon or under his Lot, and all glass and screens in windows and doors) and Lot (including, but not limited to, lawns, shrubbery, and landscaping which the Association is obligated to maintain) in a neat, aesthetically

pleasing manner, in proper condition and good repair. If an Owner is merely the owner of a Lot without a Residence thereon, the Owner thereof shall be required to maintain his Lot in an aesthetically pleasing manner.

A. By Owners

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B. By the Association

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3. Other than the gate system at our front entrance and the alarm system in each residence the Association makes no other provisions for security (actual or implied). The responsibility for security within the residences is strictly the owners responsibility.

**AMENDMENTS TO THE  
AMENDED AND RESTATED BY-LAWS OF  
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~",  
unaffected text indicated by "...")

Section 3. Membership; Members' Meetings; Voting and Proxies

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3.2. The "Annual Members' Meeting", at which the election of Directors will take place and any other business which may be lawfully transacted, shall be held in January December of each year. In addition, the following Members' meetings shall also be held: T the budget meeting of the Board of Directors shall be held in November, and the elections meeting in December. These meetings shall take place on such date of the designated month as determined by the Board, at the Summer Chase Clubhouse, 8335 Lake Cypress Road, Lake Worth, Florida 33467. The purpose of such meetings shall be to discuss matters appropriate to the business and functions of the Association, in accordance with the governing documents.

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3.5. The Members may, at the discretion of the Board, act by written response in lieu of a meeting, provided a written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Summer Chase Homeowners Association documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of the majority of the votes cast by Members present in person ~~or by proxy~~ or by absentee ballot as to the matter or matters to be agreed or voted upon, shall be binding on the Members, provided a quorum is either present at such meeting (in person or by ~~proxy or~~ absentee ballot) or submits a response if action is taken by written response in lieu of a meeting in which event a minimum of a majority of all votes, one hundred eleven (111), is necessary for an action. The notice with respect to actions to be taken by written response in lieu of a meeting shall set forth a time period during which the written responses must be

received by the Association, which shall not exceed sixty (60) days from the date that the notice is mailed.

WITNESS my signature hereto this 24th day of December, 2008, Palm Beach County, Florida.

**SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.**

Robert Flecht

Witness  
Robert STEINHART  
(PRINT NAME)

By: General Bank

President

Joanna N. Tait

Witness  
JOANNA N TAIT  
(PRINT NAME)

Attest: Bernard Solomon

Secretary

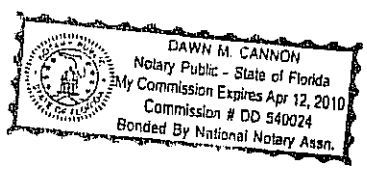
STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 24th day of December, 2008, by GERALD BANK and BERNARD SOLIMON, as PRESIDENT and SECRETARY, respectively, of Summer Chase Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

Dawn M. Cannon (Signature)

Dawn M. Cannon (Print Name)  
Notary Public, State of Florida at Large

WPB\_DB: 359439\_1



**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
SUMMER CHASE HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not For Profit)**

This Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Summer Chase (hereinafter referred to as "Declaration") is an amended and restated version of what was recorded May 9, 1989 in Official Records Book 6059 at Page 0778 of the Public Records of Palm Beach County, Florida entitled "Declaration of Protective Covenants, Restrictions and Easements for Cypress Woods II" ("Original Declaration") as amended from time to time, by Oriole Homes Corp. a Florida Corporation ("Developer") which was joined in by Summer Chase Homeowners Association, Inc., formerly known as Cypress Woods II Association, Inc., a Florida Corporation not-for-profit ("Association").

WHEREAS, the Developer at the time the Original Declaration was recorded, was the owner in fee simple of the real property more particularly described in Exhibit "A" ("Subject Property") attached hereto and made a part hereof:

WHEREAS, in order to develop and maintain Summer Chase as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Subject Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

- A. **"Articles"** mean the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit B, and any amendments thereto.
- B. **"Assessments or Assessment"** mean the assessments or assessment for which all Owners are obligated to the Association and include "Individual Lot Assessments" and "Special Assessments" (as defined in Articles V and VI hereof) and any and all other assessments which are levied by the Association in accordance with the Summer Chase Documents.

- C. **"Association"** means Summer Chase Homeowners Association, Inc., a Florida Corporation not for profit.
- D. **"Association Expenses"** mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Summer Chase Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Association Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Summer Chase Documents, including, but not limited to, the cost of any "Reserves" (as defined in Paragraph J of Article VI hereof) and any other expenses designated to be Association Expenses by the Board. In addition, Association Expenses shall include expenses incurred by the Association in the performance of duties related to Lake Corporation Property as may be assigned to the Association by the Lake Corporation pursuant to Article IV, Paragraph A.2 of the Master Declaration.
- E. **"Association Property"** means such portions of the Subject Property as more particularly described in Paragraph B of Article II herein, which are to be maintained by the Association and have been conveyed to the Association.
- F. **"Board"** means the Board of Directors of the Association.
- G. **"Bylaws"** mean the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C, and any amendments thereto.
- H. **"Capital Improvement"** means aggregate expenses greater than \$10,000.00 for either a physical addition or a substantially improved replacement; however, under no circumstances shall this definition apply to an expense the Board reasonably determines is necessary for either repair, maintenance or replacement, or for the protection or preservation of, Association Property and/or any Lot and/ or any improvements located on Association Property, Lake Corporation Property or any Lot, or for the preservation and protection of the health, safety and welfare of residents of this community
- I. **"Corporation Operating Expenses"** mean the expenses for which owners are liable to the Corporation as described in the Master Declaration and include, but are not limited to, the costs and expenses incurred by the Lake Corporation in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Lake Corporation Property or any portion thereof and improvements thereon and all costs and expenses incurred by the Lake Corporation in carrying out its powers and duties under the Master Declaration. Notwithstanding the foregoing, if the above described Corporation Operating Expenses are incurred by the Association on behalf of the Lake Corporation, such Corporation Operating Expenses shall be deemed Association Expenses.

- J. **"County"** means Palm Beach County, Florida.
- K. **"Declaration"** means this document and any amendments thereto.
- L. **"Developer"** means Oriole Homes Corp., a Florida Corporation, its successors, grantees and assigns. A purchaser shall not, solely by the purchase of a Residence or Lot, be deemed a successor, grantee or assign of Developer, or the rights of the Developer under this Declaration or any other Summer Chase Documents, unless such purchaser is specifically so designated as a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer.
- M. **"Director"** means a member of the Board.
- N. **"Institutional Mortgagee"** means any lending institution, owning a first mortgage covering a Residence or Lot, including any of the following institutions:
1. Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or
  2. Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or
  3. Any pension or profit-sharing funds qualified under the Internal Revenue Code; or
  4. Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of the Subject Property; or
  5. Any life insurance company; or
  6. The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.
- O. **"Interest"** means the maximum non-usurious interest rate allowed by law from time to time on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.
- P. **"Lake Corporation"** means Cypress Woods Lake Maintenance Association, Inc., a Florida Corporation not for profit.
- Q. **"Lake Corporation Property"** means such portions of the Subject Property as

more particularly described in the Master Declaration, which are to be maintained by the Lake Corporation and which are owned by the Lake Corporation.

- R. **"Legal Fees"** mean reasonable fees for attorney and paralegal services incurred in connection with (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post judgment proceedings including bankruptcy; (ii) collection of past due assessments including, but not limited to, preparation of notices and liens including bankruptcy; and (iii) court costs through and including all trial and appellate levels and post judgment proceedings.
- S. **"Lot"** means a portion of the Subject Property as shown on the Plat, upon which a Residence is permitted to be erected.
- T. **"Master Declaration"** means the Declaration of Protective Covenants Regarding Water Management Tracts and Conservation Areas of Cypress Woods, recorded in Official Records Book 6030, Page 765 of the Public Records of the County, as amended.
- U. **"Member"** means a member of the Association.
- V. **"Owner"** means the owner of the fee simple title to a Lot.
- W. **"Plat"** means the Plat of Cypress Woods II as filed in Plat Book 62 at Page 147 of Public Records of the County.
- X. **"Residence"** means a detached single-family home located on a Lot within the Subject Property.
- Y. **"Subject Property"** means the real property more particularly described on Exhibit A attached hereto and made a part hereof.
- Z. **"Summer Chase"** means the planned residential community which is comprised of two hundred twenty-one (221) single-family Lots, the recreation area, the conservation areas and the lake located within the Subject Property which are the subject of the Summer Chase Documents.
- AA. **"Summer Chase Documents"** meaning the aggregate of each of the following documents, all of the instruments and documents referred to herein including but not limited to amendments to any of them: This Declaration; the Plat; the Articles; the Bylaws; the Rules and Regulations of the Association; the Master Declaration; the Lake Corporation's Articles of Incorporation; and the Lake Corporation's Bylaws.

**ARTICLE II**  
**CERTAIN LAND USE CLASSIFICATIONS;**  
**ASSOCIATION PROPERTY; RULES AND REGULATIONS**

The portion of the Subject Property designed on the Plat as "Lots 1 through 221" is hereby declared to be "Residential Property."

**B. Association Property**

1. The Association Property shall consist of the following portions of the Subject Property as shown on the Plat: (i) Tracts "A" and "B" ("Open Space Tracts"); (ii) Tract "D" ("Private Roadway Tract"); (iii) Tract "F" ("Access Tract"); (iv) Tract "R" ("Recreation Tract") and (v) Tract "C" and "E" (Buffer Zones) The Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and Owners and their family members, guests, invitees and lessees in accordance with the Summer Chase Documents. The Association Property is to be maintained by the Association.
2. The Private Roadway Tract shall include a system to regulate access to Summer Chase. Such system shall be deemed Association Property and shall be maintained, repaired and replaced by the Association and the expense thereof included as an Association Expense. The Private Roadway Tract shall also include a turnaround space adjacent to the entrance system which shall also be maintained by the Association.
3. A fence was constructed on the border of Summer Chase adjacent to Blanchette Trail as shown on the Plat. The Association shall own and maintain the fence. No Owner shall be allowed to alter the fence or to place any attachment to the fence. If any Owner causes damage to the fence, the Association shall make necessary repairs. The cost of making such repairs shall be assessed against any Owner causing damage necessitating such repairs and shall become a lien upon the Lot and/or Residence of such Owner. Lots 10 through 21, Lots 82 through 88 and Lots 99 through 101, which are adjacent to Blanchette Trail, shall be subject to a three (3) foot maintenance easement on the rear of such Lots to allow for the maintenance and repair of the fence.
4. Such portions of the Association Property upon which improvements have been constructed or hereafter will be constructed shall be kept and maintained for use in a manner consistent with the nature of such improvements located, or to be located, thereon.
5. Except as herein specifically provided, the Association Property is to be maintained by the Association; however, notwithstanding anything to the contrary contained on the Plat or herein, the irrigation systems located on certain Open Space Tracts and drainage easements shall be maintained by each Owner whose Lot is adjacent to such Open Space Tract or drainage easement. The portions of the Open Space Tracts and drainage easements which are an Owner's obligation to maintain shall be determined by (i)

extending the Owner's Lot lines into the Open Space Tract or (ii) dividing the maintenance of the irrigation system between the Lots as set forth in Article X, Paragraph B Section 2 hereof.

**C. Rules and Regulations**

The Association shall, from time to time, impose rules and regulations regulating the use and enjoyment of the Association Property, the Residential Property, and other portions of the Subject Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Summer Chase Documents.

**ARTICLE III**

**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;  
BOARD; DURATION OF THE ASSOCIATION; CORPORATION**

**A. Membership and Voting Rights**

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Summer Chase Documents. The voting rights of the Members shall be as set forth in the Articles.

**B. Board**

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and the Bylaws.

**C. Duration of Association**

The duration of the Association shall be perpetual, as set forth in the Articles.

**D. Corporation**

Each Owner shall be a "Non-Voting Member" of the Lake Corporation (as defined in the Articles of Incorporation of the Lake Corporation). The Lake Corporation has been organized for the purpose of administering the covenants and obligations relating to the Lake Corporation Property as set forth in the Master Declaration. All Owners acquire the benefits as to the use of the Lake Corporation Property and the obligation to pay Corporation Operating Expenses.

**ARTICLE IV**

**COVENANT TO PAY ASSESSMENTS FOR ASSOCIATION EXPENSES;  
ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS;  
CERTAIN RIGHTS OF INSTITUTIONAL MORTGAGEES**

**A. Affirmative Covenant to Pay Association Expenses**

**A. Affirmative Covenant to Pay Association Expenses**

In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Summer Chase Documents; and (ii) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Lot and each Lot Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the "Individual Lot Assessments" and "Special Assessments". Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Subject Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments for Association Expenses in accordance with the provisions of Summer Chase Documents, as defined in Article V herein.

**B. Establishment of Liens**

Any and all Assessments made by the Association in accordance with the provisions of the Summer Chase Documents with Interest thereon and costs of collection, including, but not limited to Legal Fees are a charge and continuing lien upon each Lot against which such Assessment is made and the personal obligation of the Lot Owner of such Lot and any grantee who is jointly and severally responsible for the amounts, except as specifically accepted below:

1. The Association's lien shall be in the form of a written acknowledged statement by the Association or its agent setting forth the Assessments due to the Association. The lien shall have the following priority and effect:
  - a. Concerning Institutional Mortgages recorded before this Amended and Restated Declaration is recorded, the lien shall be effective only from and after the time the lien is recorded in the Public Records of the County.
  - b. Concerning all others claiming a right, title or interest to a Lot, the Association's lien shall relate back to and shall be effective as of the time the Original Declaration was recorded in the Public Records of the County.

The Association's lien shall secure all monies due to the Association as of the date of execution together with all monies accruing through the date of full payment, including but not limited to Interest, late charges and Legal Fees demanded by the Association.

2. Upon full payment of all sums secured by a lien, the party making payment shall be entitled to a recordable satisfaction of lien.
3. When any Institutional Mortgagee obtains title to a unit as a result of a

foreclosure of its mortgage, or deed in lieu of foreclosure of its mortgage, such acquirer of title, the acquirer's successors and assigns, shall not be liable for the share of assessments pertaining to such Lot or chargeable to the former owner which become due before the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, until either:

- a. such share is secured by a claim of lien for assessments and recorded before the recording of the mortgage; or,
- b. the mortgage was recorded after the date of this Amended and Restated Declaration; however, then the mortgage holder who takes title through the process set forth above shall be responsible for the lesser of six months of Assessments or one percent of the mortgage's original principal value, whichever shall be less, said amount being due thirty days after the mortgage holder obtains title to the Lot.
- c. The unpaid share of assessments for which a claim of lien has not been recorded before the recording of the mortgage shall be deemed to be assessments collectable from all Lots as the necessity may arise at the discretion of the Board.

### **C. Collection of Assessments**

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner, within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.
2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association, and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.
3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien, rights or rights of foreclosure in the

Association.

5. To charge interest on such Assessment from the date it becomes due, as well as a reasonable late charge, as determined from time to time by the Board, to defray additional collection costs.

**D. Rights of Institutional Mortgagees to Pay Assessments and Receive Reimbursement**

Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots. Further, any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Association Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Any Institutional Mortgagees paying overdue Association Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement.

**ARTICLE V**

**METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS**

**A. Determining Amount of Assessments**

The total anticipated Association Expenses for each calendar year shall be set forth in the Budget prepared by the Board as required under the Summer Chase Documents. The total anticipated Association Expenses (other than those Association Expenses which are properly the subject of a Special Assessment against an individual Lot) shall be apportioned equally among the Lots by dividing the total anticipated Association Expenses as reflected by the Budget, by the total number of Lots.

**B. Assessment Payments**

The Individual Lot Assessments shall be payable quarterly, in advance, on the first day of each of January, April, July and October of each year. The Individual Lot Assessments, and the quarterly installments thereof, as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the Budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or

more than the amount actually required.

**C. Special Assessments**

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Summer Chase Documents and whether or not for a cost or expense which is included within the definition of "Association Expenses," those Assessments which are levied for Capital Improvements. As described in Article IV, Special Assessments shall be assessed in the same manner as an Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment for Capital Improvements shall require the affirmative assent of two-thirds (2/3) of the Owners present in person or by proxy, or by absentee ballot, at a meeting having a quorum, called and held in accordance with the Bylaws. All other Special Assessments required to meet the expenses of the Association may be adopted by the Board from time to time.

**D. Liability of Lot Owners for Individual Assessments**

By the acceptance of a deed or other instrument of conveyance of a Lot in the Subject Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Association Expenses (subject to any specific limitations provided for herein such as, but not limited to, any limitation with respect to matters of Special Assessments and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner who is or becomes an Owner, for himself and his heirs, executors, successors and assigns, that in the event Owners fail or refuse to pay their Individual Lot Assessment or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners. Such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association in the same manner as all other Assessments hereunder as provided in the Summer Chase Documents.

**ARTICLE VI**  
**ASSOCIATION EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS**

The following expenses of the Association Property and of the Association are hereby declared to be Association Expenses which the Association is obligated to assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Summer Chase Documents. In addition, the following expenses, if incurred by the Association in the performance of duties related to Lake Corporation

Property or the Lake Corporation as may be assigned to the Association by the Lake Corporation pursuant to Article IV, Paragraph A.2 of the Master Declaration, are hereby declared to be Association Expenses.

**A. Taxes**

Any and all taxes or special assessments levied or assessed at any and all times upon any Association Property or any improvements thereto or thereon and/or any Lake Corporation Property or any improvements thereto or thereon by any and all taxing authorities, including, without limitation, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and in general all taxes and tax liens which may be assessed against the Association Property and/or Lake Corporation Property and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

**B. Utility Charges**

All charges levied for utilities providing services for the Association Property and/or Lake Corporation Property including, but not limited to, a system to regulate access to Summer Chase or providing services for the Residences though not separately metered to such Residences, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge. Notwithstanding the foregoing, any and all utility charges required to operate any entrance feature to Summer Chase, whether or not such is located on Association Property and/or Lake Corporation Property, shall be deemed an Association Expense.

**C. Insurance**

The premiums on any policy or policies of insurance required to be maintained under the Summer Chase Documents and the premiums on any policy or policies of insurance which the Association or Lake Corporation determines to maintain even if not required to be so maintained under the Summer Chase Documents.

**D. Maintenance, Repair and Replacement**

Any and all expenses necessary to: (i) maintain and preserve the Association Property and/or Lake Corporation Property; (ii) keep, maintain, operate, repair and replace any and all buildings, improvements, personal property and furniture owned by the Association and/or Lake Corporation, and fixtures and equipment upon the Association Property and/or Lake Corporation Property in a manner consistent with the development of the Subject Property and in accordance with the Covenants and Restrictions contained herein and in the Summer Chase Documents, and in conformity with all applicable federal, state, county or municipal laws, statutes,

ordinances, orders, rulings and regulations; and (iii) maintain and repair the portions of the Subject Property which are the responsibility of the Association and/or Lake Corporation as provided for in the Summer Chase Documents including, without limitation, any entrance sign(s) on the Association Property and/or Lake Corporation Property.

**E. Administrative and Operational Expenses**

The costs of administration for the Association in the performance of its functions and duties under the Summer Chase Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors to assist in the operation of the Association Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under the Summer Chase Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses.

**F. Compliance with Laws**

The Association shall take such action as it determines necessary or appropriate in order for the Association Property and/or Lake Corporation Property and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards. The cost and expense of such action taken by the Association shall be an Association Expense.

**G. Failure or Refusal of Owners to Pay Assessments**

Funds needed for Association Expenses due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Association Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Lot Owners to pay a Special Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon.

**H. Extraordinary Items**

Extraordinary items of expense under the Summer Chase Documents, such as expenses due to casualty losses and other extraordinary circumstances, or items for which the budget is insufficient, shall be the subject of a Special Assessment.

**I. Matters of Special Assessments For Capital Improvements**

Amounts needed for Capital Improvements, as hereinbefore set forth, must also

be approved by a two-thirds (2/3) vote of the Owners present in person or by proxy or by absentee ballot at any Members' meeting having a quorum.

**J. Costs of Reserves**

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair, and replacement of the Association Property and/or Lake Corporation Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be an Association Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association; no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

**K. Electronic Signals System**

Any and all costs and expenses incurred by the Association under or pursuant to any agreement (s) ("Electronic Signals Agreement") entered into by the Association pursuant to which television service ("Electronic Signals Service") will be provided to all of the Residences on the Subject Property and whether or not the Electronic Signals Service includes features in addition to television reception such as, but not limited to, a smoke/heat detection system, push button panels for emergency calls or other features; provided that, notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Electronic Signals Agreement shall be apportioned equally but only amongst those Residences with respect to which the Association is being charged under or pursuant to the Electronic Signals Agreement except to the extent, if any, that any Owner elects to receive an "Optional Electronic Signal Service" (being a service not automatically received by all Owners entitled to receive Electronic Signal Service pursuant to the Electronic Signal Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate the Association to enter into a Electronic Signal Agreement.

**L. Miscellaneous Expenses**

The cost of any item of cost or expense directly relating to or for the benefit of the Association and/or Lake Corporation or the Association Property and/or Lake Corporation Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Association Expense by the Board shall be an Association Expense; however, the Board may not make any such single unbudgeted expenditure exceeding \$10,000.00 in any fiscal year or amend the budget to add such an expenditure exceeding \$10,000.00 except:

1. With the consent of a majority of votes cast at a Members' Meeting or the written consent of those holding a majority of Members' votes; or

2. As required either by law, or by the Lake Corporation, or to maintain or protect Association Property.

**ARTICLE VII**  
**INSURANCE AND CONDEMNATION**

The Association shall purchase and maintain the following Insurance coverage's subject to the following provisions, and the cost of the premiums therefor shall be a part of the Association Expenses:

**A. Types of Insurance Coverage**

1. Public Liability Insurance

A comprehensive policy or policies of general liability insurance naming the Association as insured thereunder insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and One Hundred Thousand Dollars (\$100,000) for property damage for any single occurrence. Such coverage shall include as appropriate, without limitation, protection against any legal liability that results from lawsuits related to employment contracts in which the Association is a party; bodily injury and property damage liability that results from the operation, maintenance or use of the Association Property; water damage liability; liability for non-owned and hired automobiles; liability for property of others and such other risks as are customarily covered with respect to areas similar to the Association Property in developments similar to Summer Chase in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or deny the claim of the Association because of negligent acts of an Owner.

2. Building Insurance

Insurance for all buildings or equipment located on the Association Property and/or Lake Corporation Property included within Summer Chase, if any, in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof with an "Agreed Amount and Inflation Guard Endorsement," if available, a "Construction Code Endorsement" (including a "Demolition Cost Endorsement," "Contingent Liability from Operation of Building Laws

Endorsement" and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, and other items normally excluded from coverage. The Board may determine the kinds of coverage and proper and adequate amount of insurance. Such insurance shall afford protection against at least the following:

- a. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and
- b. Such other risks as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Summer Chase in construction, location and use.

**3. Flood Insurance**

If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available, under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association. The amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

**4. Fidelity Coverage**

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds or insurance which meet the following requirements:

- a. Such bonds or insurance shall name the Association as an obligee and premiums therefor shall be paid by the Association;
- b. Such bonds or insurance shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Lots, plus the Reserves, if any; but in no event less than Ten Thousand Dollars (\$10,000) for each such person or such greater amount required by law from time to time, and

- c. Such bonds or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

## **B. Conditions of Insurance**

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. The Institutional Mortgagee holding the highest dollar indebtedness encumbering any portion of the Subject Property ("Lead Mortgagee") shall have the right, for so long as it holds such highest dollar indebtedness, to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, and the insurance agent or agents.
2. In the event the Association receives proceeds in excess of Five Thousand Dollars (\$5,000) as a result of damages to all or any portion of the Association Property and/or Lake Corporation Property included within Summer Chase, then the Association shall distribute such funds in the following manner:
  - a. The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same; provided, however, in the event of an emergency, it shall not be necessary to obtain competitive bids if the bidding process would limit the ability of the Association to obtain necessary products and services.
  - b. In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements, then such damaged improvements shall be completely repaired and restored. The Board shall negotiate for the repair and restoration of such damaged Association Property and/or Lake Corporation Property included within Summer Chase and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or any other reasonable terms acceptable to the Board.
3. In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Board shall hold a special meeting to determine a Special Assessment against all Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against the Lots setting forth the date or dates of payment of the same.

4. In the event that, after the completion of and payment for the repair and reconstruction of the damage to the Association Property and/or Lake Corporation Property included within Summer Chase, any excess insurance proceeds shall remain in the hands of the Board as surplus.
5. Notwithstanding anything in this Article to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, the Association may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by the Association as to the proper amount or kinds of insurance required.

**C. Cancellation or Modification**

All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder named in the mortgage clause.

**D. Condemnation**

In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Lots, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

**ARTICLE VIII  
EASEMENTS**

**A. Recognition of Existing Easements**

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Subject Property under this Declaration.

**B. Grant and Reservation of Easements**

Developer has granted the following perpetual easements over and across the Subject Property as covenants running with the Subject Property for the benefit of the Owner's, and the Association as hereinafter specified for the following purposes:

1. Utility and Services Easements

- a. **An easement or easements to provide for installation, service, repair and maintenance of the equipment required to provide utility services including (but not limited to) power, electric transmission, electronic signals, monitored alarm systems, light, telephone, water, sewer and drainage, and governmental services including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchisees or governmental agencies; provided that all facilities for any of the foregoing shall be installed underground, except those aboveground facilities as shall be permitted in writing by the Association.**
- b. **Each Owner of Lots 10 through 21, 82 through 88 and 99 through 101, by acceptance of a deed or other instrument of conveyance for his respective Lot, recognizes the existence of a Palm Beach County Removal Agreement, recorded in Official Record Book 6518, Page 1790 of the Public Records of the County, whereby the County has acknowledged Developer's intention of constructing a six foot (6') concrete fence to be located upon an existing utility easement on Lots 10 through 21, 82 through 88 and 99 through 101 and whereby each Owner agrees to immediately remove such portion of the concrete fence as is located upon his respective Lot at his own expense in the event that the County or an appropriate utility company require access to said utility easement.**

**2. Easement for Encroachment**

**An easement for encroachment in favor of an Owner in the event any portion of his Residence or appurtenant improvements such as a fence now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey, construction or due to settlement or movement. Such encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or his designees.**

**3. Easement to Enter upon Lots**

**An easement or easements for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purpose of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Summer Chase Documents, including the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.**

**4. Easement Over Association Property**

**An easement of enjoyment in favor of all Owners, their family members,**

guests, invitees and lessees in and to the Association Property which shall be appurtenant to and shall pass with title to every Lot, subject to the following:

- a. the right of the Association to suspend the voting rights and rights to use the Association Property of any Owner for any period during which Assessments against his Lot(s) remain unpaid;
- b. the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Subject Property; and
- c. all provisions set forth in the Summer Chase Documents.

5. Easement Over Subject Property

An easement for drainage and flowage over and upon the Subject Property benefiting any contiguous lands, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair underground water drainage and flowage pipes.

6. Fence Maintenance Easement

Association hereby grants certain easements, the locations of which are set forth in the Plat. Each Owner acknowledges that a three (3) foot maintenance easement is imposed, pursuant to the Plat, upon Lots 10 through 21, Lots 82 through 88 and Lots 99 through 101 in favor of the Association for purposes of fence maintenance. An Owner may utilize the portion of the Lot subject to the aforesaid three (3) foot maintenance easement; contemplated, then, in such event, the Owner subject to such easement acknowledges and agrees that the adjoining Owner utilizing such easement shall not be liable for any damage to landscaping within such three (3) foot easement.

There is a fence located on and five (5) feet from the rear property line of lots 101 through 117, Lots 127 through 138 and Lots 141 through 150. Although each portion of the fence is the property of the Owners of the Lots on which such portion is located, the fence shall be maintained by the Association. In connection therewith, the Association has a maintenance easement over and upon such Lots to the extent reasonably necessary for the purpose of performing said maintenance. The Owners of such Lots may install plantings on the side of the fence facing their Residences.

**7. Wall Maintenance Easements**

- a. The Residences have been designed and "sited" as "zero lot line" homes such that each Residence is constructed so that portions of each side of the Residence (and fences or masonry walls extending from such side) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") or the Association may have access to the "zero lot line" side of the Residence (and other portions of his Lot and Residence) in order to maintain portions of the Lot, the sides of the Residence, the roof and other applicable portions of the Residence and Lot, so that rain water may run off the roof of a particular Residence onto the easement area described below. Because such access must be, of necessity, over the neighboring Lot ("Servient Lot") on which the portions of the "zero lot line" side of the Residence face, Association hereby makes provision for the easements declared and regulated pursuant to this Paragraph 7 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).
- b. Developer hereby reserves a permanent and perpetual non-exclusive wall maintenance easement in favor of the Association and each Dominant Lot over the unimproved portion of the Servient Lot adjacent to the building lines of the Residence located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Wall Maintenance Easement"). Said Wall Maintenance Easement shall be appurtenant to and pass with the title of the Dominant Lot and the Servient Lot. The Wall Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in subparagraph (c) below and for rainwater run-off but in no event less than the greater of three (3) feet in width or as may be otherwise shown as an access or similar easement on the Plat.
- c. The Owner of a Dominant Lot, his guests, invitees, contractors, sub-contractors, suppliers, laborers and other service personnel shall be entitled to enter upon the appurtenant Wall Maintenance Easement for purposes of maintaining, repairing and replacing those portions of the Lot and Residence including, without limitation, the Residence's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of the Association and the Owner of a Dominant Lot to use the Wall Maintenance Easement shall be limited to the aforesaid uses, and such Owner shall not do anything within a Servient Lot which shall cause damage to the Servient Lot or any improvement or landscaping thereon which is not promptly remedied by said Owner, create an undue hazard to person or pets located on

or coming into the Servient Lot or is in furtherance of any activity as to the Dominant Lot or the Residence thereon which is, or would result in, a violation of the restrictions set forth in the Summer Chase Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Wall Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expense or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

- d. An Owner of a Servient Lot shall not make any improvement to the Servient Lot including, without limitation, the placement of fences or landscaping which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby.
- e. Each Owner, by acceptance of a deed for a Lot, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described, but may also be a Servient Lot encumbered by the easement rights hereinbefore described in favor of a Dominant Lot adjacent to such Lot.

**C. Assignments**

The easements reserved hereunder may be assigned by the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility. The Owners hereby authorize the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Subject Property or portions thereof in accordance with the provisions of this Declaration subject to the limitations set forth in Paragraph VIII D hereof.

**D. Limitation of Easements**

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Developer shall terminate upon Developer no longer holding any Lots or Residences, or interests in such on the Subject Property, for sale in the ordinary course of business, except for the easement right of Developer set forth in Article VIII, Paragraph B.5 hereof. In addition, the easement rights granted or reserved by Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of Developer.

No such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within the Subject Property which have been constructed: (i) in accordance with the Summer Chase Documents; and (ii) prior to the use of such an easement; to be materially altered

detrimentally affected thereby, nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Summer Chase Documents prior to the actual use of such easement. The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence or driveway), provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (such as, but not limited to, temporary alteration or removal of a fence or a temporary excavation within a driveway) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

## **ARTICLE IX**

### **OCCUPANCY AND USE RESTRICTIONS**

#### **A. Occupancy**

1. a. The Residence shall be a detached home for single-family use only. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit. No Residence may be rented for a term of less than six (6) months, and no Residence may be rented more than once in any twelve (12) month period. Only an entire Lot and Residence shall be leased, and no Lot or Residence may be sub-leased.
- b. No commercial occupation or activity shall occur on the Property except for a "Home Occupation" conducted in strict compliance with the following:
  - (i) Incidental Nature: The Home Occupation shall be clearly incidental and secondary to the single-family use and shall be confined to no more than ten (10) percent of the Residence's floor area.
  - (ii) Location: A Home Occupation shall not result in any conduct or items visible from the Residence's exterior. No operations shall occur on any exterior portion of a Residence. No equipment or materials used in the Home Occupation shall be stored or displayed outside of the Residence including driveways or other open areas. Only one Home Occupation shall be permitted per Lot.
  - (iii) No Change to Character of Dwelling: The Home Occupation shall not change the Dwelling Unit's essential residential character in terms of exterior appearance or interior space.

There shall be no sale of stock and trade, supplies, products, services or otherwise in a Residence.

- (iv) **Visitors:** Recognizing that Home Occupations are basically administrative matters, no services may be performed for a visitor to a Residence. A visitor must not be a client or customer visiting the Residence in connection with the conduct of the Home Occupation.
  - (v) **Employees:** A Home Occupation employment (whether as an independent contractor, volunteer or otherwise) shall be limited to only the immediate Family residing in the Dwelling Unit.
  - (vi) **No Advertising:** No external evidence, whether by sign, advertisement, display or otherwise, may indicate the Home Occupation's presence. Neither the Home Occupation's street address nor the location with reference to Summer Chase may be advertised in any media, including signs, billboards, post-boards, television, radio, yellow-pages, newspaper or on a computer or the internet. Any Home Occupation lettering on vehicles must be covered with aesthetically pleasing completely opaque material when within the Subject Property.
  - (vii) **Nuisances Prohibited:** No Home Occupation shall involve the use of any mechanical, electrical or other equipment, materials or items which produce a health or safety hazard, noise, electrical or magnetic interference, vibrations, heat, glare, smoke, dust, odor or other nuisance outside the residential building. No hazardous or noxious material shall be kept within the Subject Property.
  - (viii) **Equipment:** Mechanical or electrical equipment or machinery may not be used other than such machinery usually found in a home used for a hobby or normal domestic activities.
  - (ix) **Deliveries:** A Home Occupation's deliveries are limited to administrative items such as mail and shall occur no more than twice per day on weekdays between 8:00 AM and 5:00 PM.
  - (x) **Regulations:** The Board may adopt rules further regulating Home Occupations.
2. No children under eighteen (18) years of age shall be permitted to reside in any of the Residences, except that children under eighteen (18) years of age are permitted to visit and temporarily reside in any of the Residences for a period of time not to exceed a total of sixty (60) days per calendar year. In special emergencies the Board may, upon written request by the Owner,

extend this sixty (60) day limit to a maximum of six (6) months total, which may run from one calendar year to the next. Only one such extension may be granted.

3. Summer Chase, including the Lots and Residences, is designed and intended to be a "housing for older persons" community to provide housing for residents who are fifty-five (55) years of age or older, pursuant to the Federal Housing for Older Persons Act of 1995. The Association shall publish and adhere to policies and procedures demonstrating its intent to operate as housing for persons fifty-five (55) years of age or older.
  - a. A Residence shall not be occupied unless at least one occupant is at least fifty-five (55) years of age or older, except as hereinafter set forth.
  - b. Notwithstanding the age restriction provided by this Paragraph 3, the Board shall have the discretion to provide an exemption to allow a Residence to only be occupied by individuals between the ages of eighteen (18) and fifty-five (55); however, an exemption shall not be permitted when the exemption would result in less than eighty percent (80%) of the occupied Residences having at least one occupant fifty-five (55) years of age or older. Exemptions must be in writing and shall be restricted to the following situation:
    - (i) For occupancy by a person who occupied the Residence at the time the only other occupant who was fifty-five (55) years of age or older either died or no longer occupies the Residence.
  - c. If in the event there is a change in the occupants of the Residence pursuant to the above exemption (e.g. a death or a divorce) so that there is no occupant fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.
  - d. In addition to rule making authority elsewhere provided, the Board shall have the right to promulgate rules and regulations to enforce this Paragraph and Paragraph 2 hereof limiting the number of days that children under eighteen (18) years of age may stay in a Residence.
  - e. In order for the Association to monitor the percentage of Residences occupied by at least one (1) person fifty-five (55) years of age or older, Owners intending to sell, lease or otherwise transfer the ownership, use or occupancy of their Residence must provide the Association with written notice of the intent to sell, lease or transfer with the names, birth dates and copies of current government issued photographic identification of the intended occupants of such Residence. The Association shall periodically monitor and update its records concerning the ages of occupants of the Residences as

required by applicable federal, state or local law and shall otherwise make a good faith effort to comply with the requirements of applicable law to maintain the community's status as "Housing for Older Persons".

- (i) The Association shall waive its right to disapprove the sale or lease on the basis of the restriction in this paragraph if one of the intended occupants is at least fifty-five (55) years of age or older, and the proposed occupancy is in compliance with Paragraph 2 above.
- (ii) If none of the intended occupants is at least fifty-five (55) years of age or older, then the Association shall disapprove the sale or lease, except if a hardship exemption request is sought in writing attached to the notice of intent to transfer and the hardship exemption is granted. The only exemption to be granted is that specified in subparagraph (b).

Waivers and disapprovals shall be issued within thirty (30) days after the receipt of such notice to transfer.

- f. Notwithstanding the foregoing, if it is determined by a court or governmental agency that Summer Chase is not in compliance with the requirements to be a "housing for older persons" community for residents fifty-five (55) years of age or older, then no limitation on the number of days children under the age of eighteen (18) may reside in a Residence in Summer Chase is enforceable, and the Association shall not have any liability in connection therewith.

#### **B. Removal of Trees**

No tree or shrub, the trunk of which exceeds two inches (2") in diameter and forty-eight inches (48") in height, shall be cut down or otherwise removed without the express prior written consent of the Board. The consent for such removal may be conditioned upon the tree or shrub in question being replaced or transplanted to another part of the Lot in question.

#### **C. Swales**

No Owner shall plant any trees or shrubs or the like in or on a Swale area, nor shall any Owner alter the slope of the Swales or take any other action which may impede the drainage system and the flow of water.

#### **D. Temporary Buildings, Etc.**

No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property. No temporary structure

may be used as a Residence, without the prior written consent of the Board.

**E. Boats, Recreational Vehicles and Commercial Vehicles**

The only motor vehicles permitted on the Subject Property are automobiles which must be parked in areas specifically designated for parking.

1. "Automobiles" are defined and limited to operable vehicles designed and utilized for passenger purposes bearing proper registration and license tags, and shall exclude commercial vehicles. Prohibited vehicles include, but are not limited to:
  - a. Commercial vehicles including but not limited to those with commercial markings or signage or equipment visible from the exterior.
  - b. Non-automobiles including but not limited to: motorcycles, motor bikes, gas powered mopeds, boats, trailers, trucks (including all types of pick-ups and vans except as specifically excepted below), military-type vehicles and dune buggies or other customized vehicles.
  - c. Vehicles that do not fit into a Summer Chase garage.
  - d. Vehicles with an open air passenger/driver compartment.
  - e. Vehicles with canvas enclosures, with the exception of factory designed convertible automobiles.

However, non-residents may temporarily park prohibited vehicles during daylight and emergencies if the vehicles are necessary to provide services to the Association or individual Lots and they and the vehicles do not create a nuisance.

2. The definition of "automobiles" includes:
  - a. "Sport utility vehicles:
  - b. "Vans" which are defined as and limited to the following:
    - i. Utilized solely for private passenger use;
    - ii. Factory designed and installed windows located around the exterior;
    - iii. Factory designed and installed seating for five or more occupants;

- iv. Titled and registered as either a station wagon or other private passenger vehicle.
3. A "special exemption" may be granted to a new Owner for a period not to exceed thirty days after the Owner obtains title to a Lot. A special exemption must be obtained in writing from the Board. A special exemption vehicle must be kept in a Lot garage with the door closed whenever the vehicle is kept on the Subject Property, other than when the vehicle is in transit operating directly between the Lot and Summer Chase entrance. Only one special exemption may be approved for an Owner's vehicle.
4. No automobile mechanical work shall be performed on the Subject Property except for emergency changing of tires, lights, batteries and windshield wipers. No other repairs or maintenance except for vehicle washing, cleaning or the changing of oil shall be permitted. If any oil, grease, gasoline or other automobile fluid leaks onto the Subject Property, then the vehicle owner and the Owner or tenant that the vehicle owner was visiting shall be jointly and severally responsible for the cost to clean the fluid and property.
5. Notwithstanding the above, the Board may approve an Owner permitting a non-resident guest to park in the Owner's garage or on the driveway for a period not to exceed fourteen (14) days, a pick-up truck, van, or camper if that vehicle is operational, displaying proper license tag and registration and is not a commercial vehicle. Said vehicle shall not block the pedestrian sidewalk or be parked in the street.
6. The Board's authority to enact restrictions includes (i) restrictions concerning the use of parking areas, (ii) enforcement of violations including towing, (iii) "grandfathering" prohibited vehicles which were permitted by the Developer and (iv) the implementation of a vehicle identification system.

#### **F. Garages**

Each Residence shall have an attached garage. No garage shall be erected which is separate from the Residence. No garage shall be permanently enclosed so as to make such garage unusable by a vehicle, and no portion of a garage originally intended for parking of a vehicle shall be converted into a living space or storage area. All garage doors shall remain closed when not in use.

#### **G. Signs**

No sign of any kind shall be displayed to the public view on the Subject Property except as may be previously and specifically approved in writing by the Board. Notwithstanding the foregoing, Owners shall be permitted to place one (1) one (1) -square foot sign on their Lot or Residence for the sale or lease of their Residence. No sign or attachment of any kind shall be displayed by any Owner on any fences or gates bordering this community.

## **H. Animals and Pets**

No more than two (2) common household pets which do not create a nuisance may be kept on any Lot, but in no event may any pet be kept for the purpose of breeding or for any commercial purposes whatsoever.

1. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Subject Property.
2. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board.
3. Under no circumstances may a Pit Bull, Rottweiler, Doberman, Chow, German Shepherd or Akita be permitted on the Subject Property.
4. Any pet must be carried or kept on a leash when outside of a Lot. No pet shall be permitted to go or stray on any other Lot without permission of the Owner of the Lot. No pet shall be kept outside of a Residence, or in any screened area unless someone is present in the Residence.

Any pet must not be an unreasonable nuisance or annoyance, as determined in the sole discretion of the Board of Directors, to other Owners or Residents of the Subject Property. All pet owners shall immediately pick up and remove any solid animal waste deposited by his pet on his Lot, the Lot of any other resident and the Association or Lake Corporation property. If any pet interferes with the Association's maintenance obligations, upon written demand by the Association, the applicable Owner will be required to assume the obligations for such maintenance, without reduction in Assessments for Association Expenses. Any pet deemed by the Board of Directors as a nuisance shall, after written notification, be permanently removed from the Lot and Residence.

Each Owner who determines to keep or allow a pet to be kept in his Residence or on his Lot (subject to the provisions of this Declaration), thereby agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having or allowing any animal on the Subject Property.

## **I. Additions and Alterations**

No Residence shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his Residence, or to his Lot, including, without limitation, the painting, staining, or varnishing of the exterior of the Residence, the addition of screens or screen doors or the addition or renovation of a pool, without the prior written approval of the Board, which approval may be withheld for purely aesthetic reasons.

**J. Casualties**

In the event a Residence or any part thereof is damaged or destroyed by casualty or otherwise, the Owner thereof shall promptly clear all debris resulting therefrom and commence either to repair, rebuild or reconstruct the Residence or to grass over and landscape the land previously underlying the Residence in a sightly manner.

**K. Plans and Specifications**

Any repair, rebuilding or reconstruction on account of casualty or other damage to any Residence, shall be substantially in accordance with the plans and specifications for such property as originally constructed or with new plans and specifications approved by the Board. The Board and the Association make no representations or warranties in the approval of new plans and specifications and, thus, assume no liability in this regard.

**L. Barbecues**

Owners shall be permitted to locate and utilize barbecues only upon their respective Lots behind their respective Residences, provided however, that such barbecues shall not be placed so as to interfere with lawn service and that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

**M. Increase in Insurance Rates**

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property not owned by such Owner.

**N. Water Supply**

No wells or individual water supplies shall be permitted.

**O. Mailboxes and Other Delivery Boxes**

Mailboxes and other delivery boxes may not be installed or replaced on the Subject Property without the prior written consent of the Association, which consent may be withheld for purely aesthetic reasons.

**P. Clotheslines**

No clotheslines or clothes drying on any Lot, which is visible from outside of such Lot, shall be undertaken or permitted on the Subject Property.

**Q. Window Decor**

All draperies, curtains, shades or other window or door coverings installed within a Residence which are visible from the exterior of the Residence shall have a white or beige backing, unless otherwise approved in writing by the Board. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Lessee first moves into a Residence or when permanent window treatments are being cleaned or repaired.

**R. Aerials**

No antennae, aerials or the like shall be placed upon the Subject Property unless wholly contained within a Residence and not visible from outside the Residence without the prior written approval of the Board, which approval may be denied for purely aesthetic reasons.

1. However, satellite dishes which are one meter or smaller in diameter shall be allowed without Board approval, if they are located on the rear of a residential lot on the rear portion of a dwelling unit unless an acceptable quality signal can not be obtained in such location.
2. No Satellite dishes shall be placed on any dwelling roof.
3. No satellite dishes shall be placed on any portion of the Association Property.
4. Any satellite dish located on the rear of a residential lot or on the rear of the residential dwelling shall be hidden from view either by location or landscaping. Hidden from view shall be defined to mean hidden from view from any other lot or any portion of the Association Property.
5. No satellite dishes shall be installed on any front or side yard or front or side portion of any dwelling, except where placement at such location is the only way to receive video programming through an acceptable quality signal. If this is the case, a written certificate in the form of an affidavit, swearing that the placement of the satellite dish on any front or side yard or front or side portion of a dwelling is the only way to receive a video program through an acceptable quality signal, must be provided by the installer.
6. All wiring at ground level must be encased in PVC or other wire protection and buried at least twelve (12) inches below ground.
7. All above ground wiring must be protected with PVC or other wire protection of the same color as the dwelling at which it is located and it is hidden where possible.

8. Not more than ten (10) days after the installation of a satellite dish in accordance with these guidelines, the Lot Owner shall provide the Association Board of Directors with notice of said installation.
9. Homeowner agrees to hold the Association and its Directors harmless, and to indemnify the Association from any damage to roofs, exterior walls, irrigation and other sub-systems and the installed unit itself, all of which potential responsibility is to be assumed by the Homeowner. Additionally the Homeowner agrees to hold the Association harmless and to indemnify the Association for any claims which may be asserted by any parties by virtue of the installation and use of a satellite dish and any accompanying hardware and wiring.

**S. Garbage, Trash, Refuse and Rubbish**

Each Owner shall regularly pick up all garbage, trash, refuse or rubbish on his Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of the Subject Property, including any Association Property, or any property contiguous to the Subject Property. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Lot in order to be collected, may not be placed and kept there before 6:00 p.m. on the day before the scheduled collection day and any containers or facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in appropriate containers, trash facilities or heavy duty plastic bags. All containers, dumpsters or trash facilities shall be stored inside a Residence or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

**T. Nuisance**

No Owner, his tenant, invitee, licensee or guest may create a nuisance, disturbance or unreasonable annoyance to any other resident, or which otherwise unreasonably disturbs or annoys the peaceful use and possession of any Lot or Residence within the community.

**ARTICLE X**  
**MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY**

In order to further establish and preserve the Subject Property each Owner covenants and shall be obligated at all times to maintain all portions of his Residence (including, but not limited to, walls, roofs, fences, utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances located upon or under his Lot, and all glass and screens in windows and doors) and Lot (including, but not limited to, lawns, shrubbery, and landscaping which the Association is obligated to maintain) in a neat, aesthetically pleasing manner, in proper condition and good repair. If an Owner is merely the owner of a Lot

without a Residence thereon, the Owner thereof shall be required to maintain his Lot in an aesthetically pleasing manner.

**A. By Owners**

The responsibility of an Owner is as follows:

**1. Maintenance and Repair**

Owners shall maintain in good condition, and repair and replace at their expense, all portions of their Residence, and all improvements and structures located on the Owner's Lot including without limitation, sanitary water and sewer laterals and lines located on the Lot, all air conditioning and heating equipment, swimming pools and equipment appurtenant thereto, patios, decks, etc. (any improvements must be approved in accordance with this Declaration); and to pay for any utilities which are separately metered to the Residence. Notwithstanding the obligation of the Association to maintain the lawns, shrubbery and landscaping located upon the Lots, replacement of such lawns, shrubbery and landscaping, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required. Every Owner must promptly perform all maintenance and repair work within his Residence, and upon his Lot, as aforesaid, which if not performed would affect any other portion of Summer Chase or a Residence belonging to another Owner. Each Owner shall be expressly responsible for the damages and liabilities that his failure to perform his above-mentioned responsibilities may engender. Said Residence and Lot shall be maintained and repaired in accordance with the building plans and specifications utilized in the original building plans and specifications, except for changes or alterations approved by the Board as provided in this Declaration. Such maintenance and repair must also comply with reasonable standards adopted by the Board of Directors from time to time. If any maintenance, repair or replacement of an Owner's driveway is necessary, then the Owner shall be fully responsible for remedying same, or, in the alternative, the Owner shall be liable to the Association for all expenses incurred by the Association in such maintenance, repair or replacement of the driveway, which expenses shall be a lien upon the Owner's Lot enforceable in the same manner as any other assessment levied by the Association pursuant to this Declaration.

**2. Alterations**

Owners shall not: (i) make any alterations in any improvement or landscaping within the Association Property; or (ii) remove any portion thereof or make any additions thereto; or (iii) do anything which would or might jeopardize or impair the safety or soundness of the Association Property or which, in the sole opinion of the Board, would detrimentally affect the architectural design of a building within Summer Chase without first

3. **Plantings**

Notwithstanding anything to the contrary contained herein, Owners, after obtaining permission of the Board, may have plantings on their Lots provided that the plantings are maintained, repaired and replaced in a proper manner by the Owners. The Board may withdraw its approval of the planting areas if not maintained properly. If the Association has to remove and replace such plantings, the cost of such removal and replacement will be a Special Assessment against the Owner of the offending Lot.

4. **Painting and Board Approval**

Owners shall not paint, refurbish, stain, alter, decorate, repair, replace or change the improvements on their Lots or the Association Property or any outside or exterior portion of any building maintained by the Association (except for replacing window panes or screening), etc. without the approval of the Board. Owners shall not have any exterior lighting fixtures, window screens, screen doors, enclosures, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Residence as determined by the Board without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

5. **Duty to Report**

Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

6. **Liability for Actions**

An Owner shall be liable for the expense incurred by the Association for any maintenance, repair or replacement of any real or personal property within Summer Chase and rendered necessary by their act, neglect or carelessness, or by that of lessees or any member of their families, or their guests, employees or agents (normal wear and tear excepted), but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An Owner shall also be liable for any personal injuries caused by the Owner's negligent acts or those of lessees or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

**B. By the Association**

## **B. By the Association**

1. The responsibility of the Association is to repair, maintain and replace any and all improvements and facilities located upon the Association Property as otherwise provided herein, including but not limited to, maintaining, repairing and replacing utility services including the operation of the surface water management system and the maintenance of the sanitary water and sewer service laterals leading to the boundary line of any Lot, but excluding therefrom sanitary water and sewer service laterals located on a Lot and appliances and plumbing fixtures within a Residence. Maintenance includes, but is not limited to, the following: cleanup, landscape care and replacement, lawn care, dredging, chemical treatment and other services related to drainage areas, swales, painting, structural upkeep, roads, sidewalks, drives and driveways (subject to the provisions of Paragraph A hereof). The Association may, to the extent permitted by the appropriate governmental authority, also provide maintenance of all city, county, district, or municipal properties which are located within or in reasonable proximity to the Subject Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Subject Property. In the event that an Owner fails to maintain such portions of Summer Chase as an Owner is required to maintain in accordance with this Declaration, the Association shall have the right, but not the obligation, upon thirty (30) days written notice to an Owner, to enter upon the Subject Property for the purpose of performing the maintenance and/or repairs described in such notice to Owner. The cost of performing such maintenance and/or repairs and the expense of collection (including, but not limited to, Legal Fees) shall be assessed by the Association against Owner as if same were a Special Assessment and shall be assessed, levied, collected and enforced by the Association in the same manner as the Association might assess, levy, collect and enforce same. In addition, the Association shall be responsible for the maintenance, but not the replacement, of the lawns shrubbery and landscaping located upon the Lots. The Association shall also be responsible for the maintenance of the fence located upon certain Lots and the fence located upon the Association Property. The Association is responsible for the maintenance, repair or replacement of the fountain in the lake on the Subject Property.
  
2. Notwithstanding anything to the contrary contained on the Plat or herein, the irrigation systems located on certain Open Space Tracts and drainage easements shall be maintained by each Owner whose Lot is adjacent to such Open Space Tract. Lots adjacent to the Open Space Tracts and therefore obligated to maintain the irrigation system located thereon are as follows: (i) Lot 57 shall be obligated to maintain the irrigation system located on Tract A-3; (ii) Lot 204 shall be obligated to maintain the irrigation system located on Tract A-4; (iii) Lots 190 and 191 shall be obligated to maintain the irrigation system located on Tract A-5; (iv) Lot 61 shall be obligated to maintain the irrigation system located on Tract A-6; (v) Lot 72 shall be obligated to maintain the irrigation system located on Tract A-7; (vi) Lots 118

and 127 shall be obligated to maintain the irrigation system located on Tract A-8 (Lot 118 shall maintain the irrigation system located on the portion of Tract A-8 adjacent to it up to an imaginary line bisecting Tract A-8 and Lot 127 shall maintain the irrigation system located on the portion of Tract A-8 adjacent to it up to said imaginary line); (vii) Lots 94 and 95 shall be obligated to maintain the irrigation system located on Tract A-9; (viii) Lots 122 and 123 shall be obligated to maintain the irrigation system located on Tract A-10; (ix) Lots 172 and 173 shall be obligated to maintain the irrigation system located on Tract A-12 and Lot 172 shall maintain the irrigation system located on the portion of Tract A-12 adjacent to it up to an imaginary line bisecting Tract A-12 and Lot 173 shall maintain the irrigation system located on the portion of Tract A-12 adjacent to it up to said imaginary line; and (x) Lot 181 shall be obligated to maintain the irrigation system located on Tract A-13. The Association shall maintain the irrigation systems located on Tracts A-1, A-2 and A-11. Each Owner whose Lot is adjacent to a portion of Tract B shall maintain the irrigation system located on the land between such Owner's Lot and the adjacent Lot or road, as applicable. Lots adjacent to Tract B include Lots 11, 22, 29, 51, 87, 111, 151 and 162. In addition, Lot 118 shall maintain the irrigation system located on the portion of the 12 foot drainage easement adjacent to its eastern boundary; Lot 127 shall maintain the irrigation system located on the remaining portion of said 12 foot drainage easement; and Lots 139 and 140 shall maintain the irrigation system located on the 12 foot drainage easement adjacent to their Lots. Any Owner having the obligation to maintain the irrigation systems located on any of the aforesaid Association Property shall have exclusive use of such Association Property but may not construct any permanent or temporary structures on such Association Property without the prior written approval of the Board, which approval may be withheld at the Board's sole discretion

## **ARTICLE XI** **GENERAL PROVISIONS**

### **A. Conflict with other Summer Chase Documents**

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

### **B. Notices**

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Residence owned by such Owner; and (ii) the Association, certified mail, return receipt requested, at 8335 Lake Cypress Road, Lake Worth, Florida 33467 or such

other address as the Association shall hereinafter notify the Owners of in writing.

### **C. Enforcement**

1. The covenants and restrictions herein contained may be enforced by the Association, any Owner, and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any Covenant, Restriction or provision hereunder. The failure by any party to enforce any such Covenant, Restriction or provision herein contained, or contained in any Document as defined herein, or the Rules and Regulations, shall in no event be deemed a waiver of such Covenant, Restriction or provision or of the right of such party thereafter to enforce such Covenant, Restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees as defined herein.
2. Each Member and the Member's tenants, guests and invitees are governed by, and must comply with, the Florida Homeowners Association Law, the Summer Chase Documents, including, but not limited to, the Declaration of Protective Covenants, Restrictions and Easements, Articles of Incorporation, Bylaws and the Association's Rules and Regulations. If a Member or his or her tenants, guests or invitees, violates or fails to comply with the law or the Summer Chase Documents as defined herein, including the Rules and Regulations, the Board of Directors may suspend, for a reasonable period of time, the rights of any or all of them to use common areas and facilities: and/or levy reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation. Each day of a continuing violation shall be considered a separate and distinct violation, with a single notice and opportunity for hearing, and thereby subject to a fine, which shall not exceed One Thousand Dollars (\$1,000.00) in the aggregate, against any Member or any tenants, guests or invitees. However, the Member/Owner is ultimately responsible for payment of the fine, irrespective of who was responsible for the non-compliance or violation. Fines and legal fees shall be deemed a Special Assessment against such Owner and his Lot, which assessment shall be collectible in the same manner as any other assessment levied by the Association and pursuant to Article IV of this Declaration.
3. The Board must issue a written notice at least fourteen (14) days prior to the imposition of a fine or suspension and provide an opportunity for a hearing to the person sought to be fined or suspended, before such fine or suspension may be imposed. The Member/Owner shall, in all cases, be issued a copy of such notice and be given the opportunity to attend and speak at such hearing. To conduct the hearing, the Board shall appoint a special committee of at least three (3) Members, none of whom shall be officers, directors, or employees of the Association, or the spouse, parent,

child, brother or sister of an officer, director or employee. If the committee, by a majority vote does not approve a proposed fine or suspension, it may not be imposed. The written notice shall include, but not be limited to, the following:

- a. Identification of the Member/Owner ultimately responsible.
  - b. Nature of the violation.
  - c. Identification of the person(s) committing the violation, if known.
  - d. Amount of the proposed fine and/or the details of the proposed suspension of privileges.
  - e. Date, time and place of the hearing.
4. Any attorneys' fees or other legal fees incurred in the enforcement of the governing Documents, regardless of whether a lawsuit is filed, may be recovered by the Association. The Board shall take appropriate action to recover such costs, and may impose a Special Assessment and a lien against the Lot of the Member/Owner responsible for the violation.

**D. Captions, Headings and Titles**

Article and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

**E. Context**

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

**F. Severability**

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as

the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

#### **G. Disputes as to Use**

In the event of any dispute as to whether the use of the Subject Property or any portion or portions thereof complies with the Covenants, Restrictions, Easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith.

#### **H. Amendment and Modification**

1. This Declaration may be amended by the consent of the Owners owning two-thirds (2/3) of all Lots. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced in writing, signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.
2. Amendments for correction of scrivener's errors or other non-material changes may be made by the Board alone without the consent of the Owners.
3. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Association or of any Institutional Mortgagee under the Summer Chase Documents without the specific written approval of such Association and/or Institutional Mortgagee affected thereby. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of a then Owner or prejudice the rights of a then Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the then existing Association Property, unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration.
4. Any amendment to this Declaration which would affect the surface water management or the conservation areas as shown on the Plat must be joined in and consented to by the South Florida Water Management District (or its successor) in order to be effective.

5. Any amendment to this Declaration shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of the County.

**I. Delegation**

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time.

**J. Term**

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property and inure to the benefit of the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension during which such instrument was recorded.

**K. Rights of Mortgagees**

**1. Right to Inspect Books, Records and Financial Statements**

The Association shall make available for inspection, upon request, during normal business hours or under reasonable circumstances, the Summer Chase Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subject Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Residence upon written request to the Association.

**2. Rights of Listed Mortgagee**

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and/or Residence and the Legal description of such Lot and/or Residence,

the Association shall provide such Listed Mortgagee with timely written notice of the following:

- a. Any condemnation, loss or casualty loss which affects any material portion of the Association Property;
- b. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- c. Any proposed action which would require the consent of Mortgagees holding a mortgage encumbering a Lot and/or Residence; and
- d. Any failure by an Owner owning a Lot and/or Residence encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his obligations under the Summer Chase Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

**3. Right of Listed Mortgagee to Receive Financial Statement**

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge. The same shall be furnished within a reasonable time following such request.

**L. Leases**

Each lease entered into by an Owner shall provide, and if it does not provide it shall be deemed to provide, that: (i) the lessee thereunder shall be subject to all the Summer Chase Documents and shall abide by and be obligated to maintain the Lot and Residence to the same extent as the lessor. That failure to abide by the foregoing shall be deemed a material default under the terms of the lease; and (ii) the Association shall have the right to enforce the terms of the lease as the agent of lessor. Notwithstanding the foregoing, an Owner who leases his Lot and/or Residence shall remain liable for all the obligations set forth in the Summer Chase Documents.

**M. Compliance with Provisions**

Each Owner, by transfer of title or other instrument of conveyance for any portion of the Subject Property, is bound by and must comply with the provisions of the Declaration.

## **EXHIBIT A**

**A parcel of land lying in**

**SECTIONS 20 AND 29, TOWNSHIP 44 SOUTH, RANGE 42 EAST, SAID LANDS BEING A REPLAT OF A PORTION OF BLOCK 24 OF "PALM BEACH FARMS COMPANY PLAT NO. 3," ACCORDING TO THE PLAT THEROF, AS RECORDED IN PLAT BOOK 2, PAGES 45 TO 54, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH, FLORIDA, SHOWN HEREON AS "CYPRESS WOODS II," BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**SITUATED IN SECTION 20 AND SECTION 29, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PORTION OF TRACTS 33, 34, 36, 45, 46, 47, 51, 52 AND 62, TOGETHER WITH A PORTION OF A 30 FOOT ROAD RIGHT-OF-WAY, IN BLOCK 24 OF "PALM BEACH FARMS COMPANY PLAT NO. 3," A SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGES 45-54, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID PALM BEACH COUNTY, AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS MORE OR LESS:**

**COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 52 THENCE SOUTH 89°59'52" EAST, A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING;**

**THENCE NORTH 00°00'00" EAST, ALONG A LINE 40 FEET EAST OF AND PARALLEL TO THE CENTERLINE OF BLANCHETTE TRAIL, A DISTANCE OF 2011.95 FEET TO THE NORTH LINE OF TRACT 36; THENCE SOUTH 89°59'52" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 36. A DISTANCE OF 635.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT 36; THENCE SOUTH 00°00'00" WEST, ALONG THE EASTERLY LINE OF SAID TRACT 36. A DISTANCE OF 660.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT 46; THENCE SOUTH 89°59'52" EAST, ALONG THE NORTHERLY LINE OF SAID TRACT 46. A DISTANCE OF 660.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 34; THENCE NORTH 00°00'.00" EAST, ALONG THE WESTERLY LINE OF SAID TRACT 34. A DISTANCE OF 660.65 FEET TO THE NORTHWEST CORNER OF SAID TRACT 34; THENCE SOUTH 89°59'52" EAST, ALONG THE NORTHERLY LINE OF SAID TRACTS 34 AND 33. A DISTANCE OF 976.16 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA TURNPIKE; THENCE SOUTH 22°21'15" WEST. ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA TURNPIKE, A DISTANCE OF 432.84 FEET TO A DEPARTMENT OF TRANSPORTATION (D.O.T.) CONCRETE RIGHT-OF-WAY MONUMENT FOUND; THENCE SOUTH 44°51'48" WEST. CONTINUING ALONG SAID TURNPIKE RIGHT-OF-WAY LINE. A DISTANCE OF 367.37 FEET TO A D.O.T. CONCRETE RIGHT-OF-WAY MONUMENT FOUND; THENCE SOUTH 30°56'19" WEST, CONTINUING ALONG SAID TURNPIKE RIGHT-OF-WAY LINE. A DISTANCE OF 240.27 FEET TO A D.O.T. CONCRETE RIGHT-OF-WAY MONUMENT FOUND; THENCE SOUTH 00°01'50" EAST, CONTINUING ALONG SAID TURNPIKE RIGHT-OF-WAY LINE, A DISTANCE OF 255.29 TO A D.O.T. CONCRETE RIGHT-OF-WAY MONUMENT FOUND; THENCE CONTINUING SOUTH 00°01'50" EAST, A DISTANCE OF 199.20 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT 47: THENCE NORTH 89°59'52" WEST ALONG THE SOUTHERLY LINE OF SAID TRACT 47. A DISTANCE OF 429.11 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 47; THENCE SOUTH 00°00'00" WEST, PASSING OVER 30 FOOT ROAD RIGHT-OF-WAY AND ALONG THE EASTERLY LINE OF SAID TRACT 51, A DISTANCE OF 690.65 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 51;**

THENCE NORTH 89°59'52" WEST, ALONG THE SOUTHERLY LINE OF SAID TRACT 51, A DISTANCE OF 540.10 FEET; THENCE SOUTH 00°00'00" WEST, PARALLEL TO AND 120.00 FEET EAST OF THE WESTERLY LINE OF SAID TRACT 62, A DISTANCE OF 603.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LAKE WORTH ROAD (STATE ROAD 802); THENCE NORTH 89°58'57" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LAKE WORTH ROAD, A DISTANCE OF 120.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT 62; THENCE NORTH 00°00'00" EAST, ALONG THE WESTERLY LINE OF SAID TRACT 62, A DISTANCE OF 603.20 FEET TO THE NORTHWEST CORNER OF SAID TRACT 62; THENCE NORTH 89°59'52" WEST, ALONG THE SOUTHERLY LINE OF SAID TRACT 52. A DISTANCE OF 630.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 52 AND THE TRUE POINT OF BEGINNING.

SAID LANDS SITUATED AND LYING IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 70.56 ACRES, MORE OR LESS.

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