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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**CASA DEL SOL TOWNHOMES**

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**CASA DEL SOL TOWNHOMES**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by CASA DEL SOL OF TEQUESTA, LLC, a Florida limited liability company, ("Developer"), joined by Casa Del Sol at Tequesta Property Owners Association, Inc., a Florida not-for-profit corporation ("Association").

**WITNESSETH :**

WHEREAS, Developer is the owner of that certain real property located in Palm Beach County, Florida, and legally described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, it is the intent of Developer to establish a general plan and uniform scheme of development and improvement of the Property, as hereinafter defined; and

WHEREAS, Developer wishes to provide for the preservation and enhancement of property values, amenities and opportunities within the Property in order to contribute to the personal and general health, safety and welfare of the property owners and residents therein, and to maintain the land and improvements therein, and to this end wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

NOW THEREFORE, Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

**ARTICLE 1**  
**DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Architectural Review Board" or "A.R.B." shall mean and refer to that permanent committee of the Association, that may be created for the purpose of establishing and enforcing criteria for the design and construction of Improvements within the Property.

1.2 "Articles of Incorporation" shall mean the Articles of Incorporation of the Association as they may exist from time to time. The Articles of Incorporation are attached

hereto and made a part hereof as Exhibit "B".

1.3 "Assessment" shall mean and refer to those charges made by the Association from time to time, against each Lot within the Property for the purposes, and subject to the terms, set forth herein.

1.4 "Association" shall mean and refer to Casa Del Sol at Tequesta Property Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.5 "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.6 "Building" or "Buildings" shall mean and refer to the several individual buildings which consist of the several Dwellings therein, and shall refer to the entire building and all systems and improvements, not including improvements or property contained within the unfinished ceiling to the unfinished floor and between the unfinished walls, but shall include all exterior doors and windows.

1.7 "By-Laws" shall mean and refer to the Bylaws of the Association as they may exist from time to time. The initial By-Laws are attached hereto and made a part hereof as Exhibit "C".

1.8 "Casa del Sol" shall mean and refer to that residential planned townhome development located in Palm Beach County, Florida as legally described in the Plat, together with any additional lands which may hereafter be submitted to this Declaration, in accordance with the terms hereof.

1.9 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

1.10 "Common Property" shall mean and refer to all portions of the Property other than the Dwellings and which are intended for the common use and enjoyment of all Owners and which are conveyed to the Association by deed or which are dedicated to the Association on the recorded subdivision plat of the Property or herein, and all real and personal property which may be acquired by the Association for the private common use, benefit and enjoyment of all Owners, and all portions of the Property as Developer may from time to time designate as Common Property hereunder, notwithstanding the fact that these properties shall continue to be owned by Developer until Turnover as defined herein.

1.11 "County" shall mean and refer to Palm Beach County, Florida.

1.12 "Declaration" shall mean and refer to this instrument, and all exhibits hereto, as the same may be amended from time to time.

1.13 "Developer" shall mean and refer to Casa Del Sol of Tequesta, LLC, a Florida limited liability company, its successors and assigns.

1.14 "Dwelling" shall mean and refer to a single family townhome residential dwelling on a Lot.

1.15 "Improvements" shall mean and refer to all structures of any kind, including, without limitation, any building, roof, window, wall, fence, sign, paving, grading, swimming pool, jacuzzi, spa, patio, tennis court or screen enclosure or screening of any type, sewer, drain, disposal system, driveway, sidewalk, decorative building, planting, landscaping, landscape device or object or any and all types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.16 "Institutional Mortgagee" shall mean and refer to any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance company, union pension fund, mortgage company approved by Developer, an agency of the United States Government, or Developer, which holds a first mortgage of public record on any Lot or any portion of the Property, and the holder of any mortgage of public record given or assumed by Developer, whether a first mortgage or otherwise, and their successors and assigns.

1.17 "Lot" shall mean and refer to each of the Forty-One townhome lots which are either platted or described by metes and bounds, and contained within the Property, which are intended for use as a site for a Dwelling.

1.18 "Member" shall mean a member of the Association.

1.19 "Owner" and "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.20 "Property" shall mean and refer to the Property described in Exhibit "A", attached hereto and incorporated herein.

1.21 "Recreation Facilities" shall mean and refer to those facilities owned by the Association, provided for the common use and benefit of the Members, or to those facilities owned by Developer but otherwise designated by Developer as Recreation Facilities for the common use and benefit of all Owners, including without limitation: swimming pool, pool cabana, gazebo and such other properties, facilities and Improvements as may now or hereafter be constructed, acquired or designated as "Recreation Facilities" by Developer or the

Association.

1.22 “Rules and Regulations” shall mean and refer to all restrictions, conditions or limitations which may be promulgated by Developer or the Association relating to the use by Members of the Common Property, as further set forth in this Declaration.

1.23 “Street” shall mean and refer to any street, highway or other thoroughfare which is constructed by Developer within the Property and is dedicated to the Association, or to any easement for ingress and egress reserved over, upon or across any Lot, whether the same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.

1.24 “Traffic Regulations” shall mean and refer to the speed limits and other traffic regulations which may be promulgated by Developer or the Association for use of any Street, as further set forth in this Declaration, through agreement with the Town or other applicable governmental authority.

1.25 “Town” shall mean and refer to the Village of Tequesta, Florida.

1.26 “Turnover” shall mean and refer to the relinquishment of control of the Association by Developer in accordance with Florida law and this Declaration.

## **ARTICLE 2** **PROPERTY SUBJECT TO THIS DECLARATION**

2.1 Property. The Property subject to this Declaration upon the recordation hereof in the County Public Records is the property described in Exhibit “A” attached hereto and made a part hereof.

## **ARTICLE 3** **CASA DEL SOL AT TEQUESTA PROPERTY OWNERS ASSOCIATION, INC.**

3.1 Formation. Developer has caused the Association to be formed by filing the Articles of Incorporation therefor in the office of the Secretary of State of Florida. The Association is formed to operate, maintain and may ultimately own the Common Property; to operate and maintain the surface water management system, if any, as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances; to enforce the covenants, conditions, restrictions, and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the By-Laws of the Association. Subject to the additional limitations provided herein and in the Articles of Incorporation and the By-Laws of the Association, the Association shall have all of the powers and be subject to all the limitations of a not-for-profit corporation as contained in Florida

Statutes, Chapter 617 (the “Florida Not for Profit Corporation Act”), in existence as of the date of recording this Declaration in the public records of the County.

3.2. Membership. A person or entity shall automatically become a Member of the Association upon acquisition of fee simple title to any Lot, by filing a deed therefor in the public records of the County. Membership shall continue until such time as the Member transfers or conveys his interest of record or the interest is transferred or conveyed by operation of law, at which time membership, with respect to the Lot conveyed, shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot subject to this Declaration. No person or entity holding an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be a Member.

3.3 Voting. Membership and voting rights are described in the Articles of Incorporation attached hereto and made a part hereof as Exhibit “B” to this Declaration. Any Member who owns more than one (1) Lot shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person owns a Lot, all such persons shall be Members of the Association; provided, however, in no event shall more than one (1) vote be cast with respect to each Lot. If more than one (1) person, a corporation, or other entity owns a Lot, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said Lot. If said certificate is on file, the Owner(s) shall not be qualified to vote and the vote of such Owner(s) shall not be considered nor shall the presence of such Owner(s) at a meeting be considered in determining whether a quorum is present. If a Lot is owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether a quorum is present at any meeting of the Members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply. Voting is subject to control by Developer under paragraph 3.6 within.

3.4 Administration of the Association. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the By-Laws of the Association. The Articles of Incorporation and the By-Laws may be amended in the manner set forth therein; provided, however, that no such amendment shall conflict with the terms of this Declaration or adversely affect the rights of Developer under this Declaration, without Developer’s prior written approval, or adversely affect or diminish the obligation of the Association with regard to the surface water management plan, if any, without the express prior written consent of the South Florida Water Management District; and provided further that no amendment, alteration or rescission may be made which adversely affects or prejudices the rights or privileges of any Institutional Mortgagee, without the express prior written consent of the Institutional Mortgagee so affected, and provided further that no amendment, alteration or rescission of the Articles of Incorporation or the By-Laws shall be made without the Association’s prior written approval. Any attempt to amend the Articles of

Incorporation or By-Laws contrary to these prohibitions shall be of no force or effect.

3.5 Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable separate and apart from the Lot or Dwelling, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment or fine, or in violation of any provision of this Declaration or of any rules or regulations promulgated by Developer or the Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association, except for access to and from the Member's Lot or Dwelling.

3.6 Control By Developer. Anything contained herein to the contrary notwithstanding, Developer shall have the right to retain control of the Association until such time as is determined by the provisions of Florida Statutes §720.307. At the time of Turnover of control of the Association, the Association shall record a Notice of Turnover in the public records of the County, however, failure to record such Notice of Turnover shall not alter the fact that the Turnover has occurred. So long as Developer retains control of the Association, Developer shall have the right to appoint all members of the Board of Directors and of the Architectural Review Board and to approve the appointment of all officers of the Association. In the event that Developer shall enter into any contracts or other agreements for the benefit of Owners, or the Association, that are within the normal course of development of the Property, Developer may, at its option, assign its obligations under these agreements to the Association, and in such event the Association shall be required to accept such obligations.

After Turnover of control of the Association, no action shall be taken or decision adopted by the Board which would adversely impact on the construction, development, sale or marketing of the Property, or on the condition or appearance of the Property without the prior written consent of Developer for a period of six (6) months following recording of the Notice of Turnover. The Board shall submit such decisions and actions to Developer for approval. Developer shall approve or disapprove such decisions and actions in writing within twenty (20) days after receipt thereof. In the event Developer fails to act within such time period, such failure shall be deemed an approval by Developer of such action.

#### **ARTICLE 4** **COMMON PROPERTY**

4.1 Title to Common Property. Title to all property heretofore designated by Developer as Common Property shall remain vested at all times in Developer or its successors or assigns, unless and until Developer, in its sole and absolute discretion, elects to convey the Common Property to the Association, in which event Developer shall convey all of its right, title and interest in the Common Property to the Association. Notwithstanding any other provisions

of this Declaration, Developer shall in no event be required to convey, dedicate or otherwise transfer title to any or all of the Common Property to the Association, and Developer may at any time and from time to time designate additional property as Common Property, or relocate property previously designated as Common Property, or otherwise add to, subtract from or replace Common Property. Notwithstanding the manner in which fee simple title to the Common Property is held, the Association shall be responsible for the management, maintenance and operation of the Common Property from and after the date of recordation of this Declaration. Anything herein contained to the contrary notwithstanding, certain portions of the Common Property may be reserved by Developer, in its sole and absolute discretion, as Limited Common Property for the exclusive benefit and use of specific Owners.

4.2 Acquisition and Conveyance to Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, easements, licenses or such other possessory use interests as the Association may determine to be beneficial to its Members. Any property acquired pursuant to this section shall be deemed Common Property.

4.3 Rules and Regulations Governing Use of Common Property. Developer and the Association, through its Board of Directors, shall regulate the use of the Common Property by Members and Owners, and may from time to time promulgate such Rules and Regulations consistent with this Declaration, governing the use thereof as Developer or the Association may deem to be in the best interests of its Members; provided, however, that any conflict between Developer and the Association relating to such Rules and Regulations shall at all times be resolved in favor of Developer. A copy of all Rules and Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Such Rules and Regulations and all provisions, restrictions and covenants as now or hereafter provided, including, without limitation, all architectural and use restrictions contained in this Declaration, may be enforced through legal or equitable action by Developer or the Association. Without limiting the foregoing, the Association shall have the right to assess fines against Owners who violate the Rules and Regulations of the Association and against Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Rules and Regulations, which fines shall be collected as an Individual Assessment from such Owners, and to suspend such Owners' rights and easements of enjoyment with respect to the Common Area.

4.4 Traffic Regulations. Developer and the Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout Casa del Sol and to promulgate Traffic Regulations for the Streets. A copy of all Traffic Regulations established hereunder and any amendments thereto shall be made available to all Members at the office of the Association. Developer and the Association shall also have the right to establish enforcement mechanisms for violations of the Traffic Regulations, including without limitation, the removal of vehicles from the Property, the assessment of fines against Owners who violate

the Traffic Regulations and against Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Traffic Regulations, which fines shall be collected as an Individual Assessment from such Owners, and the suspension of an Owner's rights and easements of enjoyment, as provided hereinbelow. Owners who violate the Rules and Regulations or the Traffic Regulations, and Owners whose family members, guests, employees, agents, lessees, licensees or invitees violate the Rules and Regulations or the Traffic Regulations shall be entitled to notice and an opportunity for a hearing before the Board of Directors of the Association, prior to the imposition of any fine, the removal of any vehicle, the deprivation of any rights, or the enforcement of any other penalty for violation of the Rules and Regulations or the Traffic Regulations.

4.5 Owner's Easement of Enjoyment. Subject to the provisions hereof, each Owner shall have a right and non-exclusive easement of enjoyment in common with all other Owners, their family members, guests, employees, agents, lessees, licensees and invitees, in and to the Common Property, which easement shall be appurtenant to, and shall pass with, title to each Lot owned by the Owner.

4.6 Extent of Owner's Easement. The rights and easements of enjoyment created hereby shall be subject to the following terms and conditions:

4.6.1 The right of Developer at any time and from time to time to designate additional property as Common Property, or remove property previously designated as Common Property, or otherwise add to, subtract from or replace Common Property.

4.6.2 The right of Developer and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage or otherwise pledge the Common Property as security for the repayment of any such loan.

4.6.3 The right of Developer and the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure or any proceeding in lieu of foreclosure.

4.6.4 The right of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by the Owner and for any period during which such Owner is in violation of this Declaration, or any Rules and Regulations or Traffic Regulations promulgated by the Developer or the Association.

4.6.5 The right of the Association to properly maintain the Common Property.

4.6.6 The right of the Association, its agents and employees, and any management entity under contract with the Association, to have access to the Lots for purposes of maintaining those portions of the Lots to be maintained by the Association, as provided in this Declaration.

4.6.7 The Rules and Regulations governing the use and enjoyment of the Common Property, as promulgated by Developer and the Association.

4.6.8 The right of other Owners in good standing with the Association to use the Common Property as set forth herein.

4.6.9 The right of Developer or the Association to dedicate or transfer all or any part of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

4.6.10 Restrictions contained in any recorded subdivision plat of the Property, or contained in any document or instrument filed separately of record with respect to all or any portion of the Property.

4.6.11 All of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and all exhibits thereto, as well as all Rules and Regulations and Traffic Regulations promulgated by Developer or the Association, as the same may be amended from time to time.

4.6.12 Such easements as may be granted or reserved on any recorded subdivision plat of the Property; such easements as may be granted or reserved separately by Developer or the Association and filed of record and such other easements as may be granted or reserved pursuant to the provisions of this Declaration.

4.6.13 In case of any emergency originating on or threatening any Lot, regardless of whether the Lot Owner is present at the time of such emergency, Developer, the Board of Directors of the Association or any other person authorized by the Association, or any management agent under a management agreement with the Association, shall have the right to enter such Lot and the Improvements located thereon for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate and shall continue for the duration of such emergency.

4.6.14 The rights reserved by Developer for future development of the Property. As a material condition for ownership of a Lot, each Owner, by accepting a deed to a Lot, releases Developer from any claim for interference with the Owner's quiet enjoyment of his Lot or the Common Property due to the development of Casa del Sol, whether or not the construction operations are performed on the Common Property, the Lots or elsewhere within Casa del Sol, and each Owner acknowledges and agrees that Developer or its affiliates, successors or assigns shall have the sole right of design, construction, development and improvement of the Common Property including but not limited to Casa del Sol.

4.7 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title, as tenants in common, to any

Common Property then owned by the Association, and shall collectively provide for the continued maintenance and upkeep thereof.

**ARTICLE 5**  
**EASEMENTS**

5.1 **Easement Grants.** The following easements are hereby granted or reserved over, under, across and through the Property, as the case may be:

5.1.1 Easements for the installation and maintenance of utilities are granted as shown on any recorded subdivision plat which includes the Property, or as granted in any document or instrument filed separately of record with respect to all or any portion of the Property. Within these easement areas, no structure, Improvement, landscaping, planting or other material (other than sod), which may interfere with the installation and maintenance of underground utility facilities, shall be installed, placed or permitted to remain, unless such structure Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation. The Association (or such other entity as is indicated on the plat(s)) is hereby granted access to all easements within which such underground facilities are located for the purposes of operating, maintaining and replacing such underground facilities, subject to any required approval of any governmental or quasi-governmental entity. Cross-easements are herewith created and granted over all Lots in favor of each Lot on, over and under each Lot (including the Dwelling located thereon) to the extent necessary or appropriate for connection of A/C compressors, electric meters, flow valves, cable communication connections, timers, sprinkler systems (both irrigation external to the Dwelling and fire prevention internal to the dwelling) and other utilities, and for installation of meters, flow valves, timers and similar devices related to the foregoing; provided, however, that after the initial installation of the foregoing by the Developer, the same may only be relocated or installed with the consent of the Board of Directors, and no such relocation or installation shall materially affect the use of any Lot.

5.1.2 Easements for the installation and maintenance of drainage facilities and water retention are granted to the Association or other entities as shown on any recorded subdivision plat of the Property, or as granted in any document or instrument filed separately of record with respect to all or any portion of the Property. Within these easement areas, no structure, Improvement, landscaping, planting or other material (other than sod), which may interfere with such installation and maintenance, or which may obstruct or retard the flow of water through such drainage facilities and water retention shall be installed, placed or permitted to remain unless such structure, Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation. The Association (or such other entity as is indicated on the plat(s)) shall have access to all such drainage and water retention easements for the purposes of operating and maintaining said

drainage facilities and water retention.

5.1.3 The Common Property, for so long as it is designated as Common Property as set forth herein, is hereby declared to be subject to a non-exclusive easement in favor of the Association, employees and agents of the Association, and of any management entity or agent under contract with the Association, in order that such employees, management entities or agents may carry out their respective duties with respect to, and may have access over, the Common Property.

5.1.4 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over, through and across the Streets shown on any recorded subdivision plat of the Property, as well as all walks, parking areas, other rights-of-way, and such other portions of the Common Property as may from time to time be intended and designated for such uses and purposes, for the use and benefit of all other Owners, their family members, guests, employees, agents, lessees, licensees and invitees, for the purpose of obtaining reasonable access to and from the Lots to and from the nearest public way.

5.1.5 A non-exclusive easement is hereby granted for ingress and egress for pedestrian and vehicular traffic over the Streets to each Institutional Mortgagee, for the purpose of access to the property subject to its mortgage, which easement shall be exercised in the manner as set forth in such mortgages.

5.1.6 Easements are hereby reserved by Developer throughout the Common Property, including without limitation, the Streets and other easements shown on any recorded subdivision plat of the Property, for Developer's use and the use of its guests, agents, employees, lessees, licensees and invitees, for all other purposes in connection with development and sales of property throughout Casa Del Sol. Developer retains the right to maintain an office and a sales office on the Property, in a location to be selected by Developer in Developer's sole and absolute discretion, and to post and display signs on any Lots owned by Developer and on the Common Property, for so long as Developer owns any portion of the Property.

5.1.7 A non-exclusive easement is hereby granted unto Developer, all Owners and all family members, guests, lessees, licensees and invitees, of the Owners, for ingress and egress over, across and through the Streets to and from the Recreation Facilities. This easement is subject to all Rules and Regulations promulgated by Developer and the Association from time to time relating to the use of the Recreation Facilities.

5.1.8 An easement for encroachments is hereby granted in the event that a Dwelling or and part of a Dwelling or any other Improvement now or hereafter constructed encroaches upon another Lot or upon the Common Property due to minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement. The encroaching Improvement shall remain undisturbed for so long as the encroachment exists. This easement for encroachments shall also include an easement for the repair, maintenance and use of the

encroaching Improvements.

5.2 Road Easement. Without limiting the generality of the foregoing, a non-exclusive, perpetual and irrevocable easement is hereby granted and reserved unto Developer, its employees, agents, successors and assignees, the Association, its employees, agents, and any management entity under contract with the Association, its employees, agents, and any family members, guests, employees, agents, lessees, licensees and invitees of the Owners, all Institutional Mortgagees, all other mortgagees with respect to any portion of the Property, and all governmental or quasi-governmental authorities, for ingress and egress for pedestrian and vehicular traffic over, through and across all Streets, for the purpose of obtaining reasonable access to and from the Lots or any other portion of the Property to and from the nearest public way. Within the Road Easement, no structure, Improvement, landscaping, planting or other material, which may interfere with the use of such easement as granted herein, shall be installed, placed or permitted to remain unless such structure, Improvement, landscaping, planting or other material was installed by Developer or approved in writing by Developer, for so long as Developer owns any portion of the Property and thereafter by the Association, prior to such installation.

5.3 Additional Easements. Developer and the Association shall have the right to grant such additional easements, or to relocate existing easements throughout the Property, as Developer or the Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, provided that such additional easements or relocated easements do not prevent or unreasonably interfere with the Owners' use or enjoyment of their Lots or of the Property, or any part thereof. For so long as the Developer is the owner of a Lot, in the ordinary course of business, Developer, its licensees, employees and agents shall have an easement over and across all the Lots and common areas for the purpose of constructing units and appurtenances, and any facilities on the Common Areas the Developer elects to construct. Provided, however, that any damage to landscaping, pavement, driveways, drainage structures or other structures caused by Developer, its licensees, employees or agents causing damage after completion of construction within a reasonable time.

5.4 Restriction on Owner Easements. Except as specifically provided in Section 5.3 with regard to Developer or the Association, no Owner shall grant any easement upon any portion of the Property to any person or entity without the prior written consent of the A.R.B. as required by this Declaration.

5.5 Intended Creation of Easements. Should the intended creation of any easement fail by reason of the fact that at the time of creation, there is no grantee in being having the capacity to take and hold such easement, any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easements; the Owners hereby designate the Developer and/or the Associating as their lawful attorney in fact to execute any instrument on their behalf as may

hereafter be required or deemed necessary for the purpose of creating such an easement.

**ARTICLE 6**  
**ASSESSMENTS AND FINES**

6.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments and to impose and collect fines hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually for Common Expenses for the purposes of maintenance and management of the Association, Dwellings and the Common Property, as provided in this Declaration, and for the purpose of promoting the safety and welfare of the owners. Without limiting the foregoing, General Assessments shall be used for: operation, maintenance and management of the Association and the Common Property; maintenance, including, without limitation, painting, cleaning, repair, replacement reconstruction of the exterior of each Dwelling, including roofs, and maintaining the landscaping of each Lot, but only to the extent of the Association's responsibility therefore, as set forth in Article 7 hereof; insurance coverage for the Common Property and Dwellings; legal and accounting fees; maintenance of the Streets; management fees; emergency services; repair and replacement of property required to be maintained by the association pursuant to the terms of this Declaration; utility service for the Common Property; cleaning services for such property required to be maintained by the Association pursuant to the terms of this Declaration; creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary or proper to carry out the Association's management, maintenance, repair, operation and enforcement responsibilities.

6.3 Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur for the coming year and shall assess its Members sufficient monies to meet this estimate. All Lots shall be assessed at a rate equal to a fraction, the numerator of which is One and the denominator of which is Forty-One. Should the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board of Directors shall have the authority to levy and collect additional General Assessments to meet such needs. General Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine in its sole and absolute discretion. Until changed by the Board of Directors, as aforesaid, General Assessments shall be collected quarterly.

6.4 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments from each Owner for the following purposes: acquisition of property by the Association; construction, reconstruction, unexpected repair or replacement of Improvements to the Common Property, including the necessary fixtures and personal property related thereto, and exterior and roofs of the Dwellings; all other expenses which the Association is authorized to incur in order to fulfill its responsibilities and obligations hereunder;

and the expense of indemnification of each directory and officer of the Association. Special Assessments shall be levied equally against all Lots subject to a Special Assessment, so that all such Lots shall be assessed equally. Special Assessments shall be collectible in advance monthly, quarterly, semi-annually or annually, as the Board of Directors shall determine in its sole and absolute discretion.

6.5 Emergency Special Assessments. The Association may levy an Emergency Special Assessment when, in the sole and absolute determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency Special Assessments may be utilized for preventative, protective or remedial construction, reconstruction, repairs or replacements. Events justifying Emergency Special Assessments include, but are not limited to, hurricanes, floods, fires, and freezing temperatures. Emergency Special Assessments shall be levied on an equitable basis as determined by the number of Lots on the Property, and shall be collectible in such manner as the Board of Directors shall determine in its sole and absolute discretion.

6.6 Individual Assessments. The Association shall have the power and authority to levy and collect an Individual Assessment against a particular Lot for the cost of maintenance, repairs or replacements to a Dwelling and within or without the Lot, which the Owner thereof has failed or refused to perform, and which failure or refusal has in the opinion of the Association, endangered or impaired the use or value of other portions of the Property. The Association shall have a right of entry onto each Lot to perform any necessary maintenance, repairs and replacements, including the right to abate or eliminate any nuisance. The Individual Assessment may include an administration fee charged by the Association in an amount to be determined by the Board of Directors in its sole and absolute discretion from time to time. All Individual Assessments shall be collectible in such manner as the Association shall determine in its sole and absolute discretion.

6.7 Fines. The Association may levy reasonable fines against an Owner for violations by the Owner or by the Owner's family members, guests, employees, agents, lessees, licensees or invitees of the provisions contained in this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations and Traffic Regulations promulgated by Developer and Association from time to time subject to the provisions of Chapter 720 Florida Statutes. The Association may levy fines according to a schedule of fines to be adopted by the Board of Directors. Any Owner who violates any of the foregoing documents or rules shall be entitled to notice and a hearing before the Board of Directors of the Association, prior to the imposition of any fine. Fines are Individual Assessments and shall be collectible as such, and upon any delinquency in the payment of any fine the Association shall have all rights as set forth in this Article, including, without limitations, lien rights against the Owner.

6.8 Effect of Non-Payment of Assessments or Fines. All notices of Assessments of fines from the Association to an Owner shall designate when the Assessment or fine is due and payable. If an Assessment or fine is not paid when due, it shall then become

delinquent and shall bear interest at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. The Assessment or fine, together with interest therein and the costs of collection thereof, including attorneys' fees, shall be a continuing lien against the Lot against which the Assessment or fine is made, and shall also be a continuing personal obligation of the Owner thereof. The Association may also record a claim of lien in the public records of the County, designating the Lot against which the lien is filed, the Owner of record of the Lot against which the lien is filed, the amount of unpaid Assessment or fine, the rate of interest due thereon, and the total amount claimed to be due, including interest, attorneys' fees and costs of collection. If any Assessment or fine, or any installment thereof, shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment or fine immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien provided herein against the Lot in the manner in which mortgages on real property are foreclosed, and may also institute any action on the personal obligation of the Owner. There shall be added to amount of the Assessment or fine the costs of any such action, including attorneys' fees incurred by the Association in prosecuting such action (including, without limitation, costs and fees incident to any appeals). Regardless of the date of recordation of any claim of lien as specified herein, the effective date thereof shall relate back, and it shall take priority, as of the date of recordation of this Declaration. Any successor in title to a Lot shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of the Assessments or fine and shall be held liable and responsible for the payment of any delinquent Assessments or fines on the Lot.

6.9 Certificate of Assessments. The Association shall prepare a roster of the Lots and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by all Members. At the request of the Owner, the Board of Directors shall prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Owner's Assessments have been paid or the amount of any Assessments which are due and payable as of the date of the Certificate. As to parties without knowledge of error who rely thereon, such certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid.

6.10 Subordination of Lien to Institutional Mortgages. Regardless of the effective date, as provided herein, of the lien of any Assessments or fines made by the Association, the lien of such Assessments or fines shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee recorded prior to the actual date of recordation of the claim of lien. Such subordination shall, however, apply only to the Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged Lot pursuant to a decree of foreclosure, or pursuant to any other proceeding or conveyance in lieu of foreclosure. No sale or other transfer shall relieve any Lot from liability for any Assessment or fine becoming due thereafter, nor from the lien of any such subsequent Assessments or fines. Any delinquent Assessments or fines which are extinguished pursuant to a sale or transfer in connection with the

foreclosure, shall be reallocated and assessed to all Owners as a Common Expense. The written opinion of the Association or Developer that the lien for an Assessment or fine is subordinate to a mortgage lien shall be dispositive of any question of priority or subordination.

6.11 Developer's Assessments. Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion to (i) pay assessments on the Lots owned by it, or (ii) not pay assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvements costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which the Developer is making payments to the Association by written notice to such effect to the Association. When all Lots with the Property are sold and conveyed to purchasers, neither the Developer nor its affiliates shall have further liability of any kind to the Association for the payment of assessments, deficits or contributions. The working capital of the Association may not be used, by the Developer, to offset the Developer's obligations to fund the deficit under this Section 6.11 (if the Developer has elected to fund the deficit).

6.12 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments:

6.12.1 All property dedicated to, or owned by, the Association.

6.12.2 Any portion of the Property dedicated to the County.

6.12.3 Any portion of the Property (but not including Dwellings or Lots) exempted from ad valorem taxation by the laws of the State of Florida.

6.12.4 Any portion of the Property owned by Developer; Developer shall pay those amounts stated in that subsection entitled "Developer's Assessments", in lieu of the payment of Assessments.

6.13 Capital Contribution. In addition to the foregoing Assessments, each Owner other than Developer shall also pay to the Association, at the time of the closing of the purchase of his Lot, an amount equal to the current quarterly Assessment as an initial contribution to the working capital of the Association. This initial contribution shall not relieve an Owner of the Owner's responsibility to pay all installments of the General Assessment or any other Assessments against the Owner's Lot. The contribution shall be a one-time contribution to be made by the initial purchasers of Lots from Developer. The contribution shall not be refundable to an Owner upon the sale or transfer of his Lot. All capital contributions received by

the Association shall be applied for the use and benefit of the Association, in the discretion of the Board of Directors, pursuant to the budget. In its sole and absolute discretion, the Board of Directors of the Association, or Developer for so long as Developer shall own any portion of the Property, may waive collection of the capital contribution from any Owner.

**ARTICLE 7**  
**MAINTENANCE OF PROPERTY**

7.1 Lot Owner Responsibility. The owner of each Dwelling shall be responsible for maintenance of all interior areas of his Dwelling, and all doors, windows and air conditioning equipment, and for all other Improvements which may be designated by the Association from time to time, such as, without limitation, the driveway (if so designated). The expense of any maintenance, repair or construction of the Common Property necessitated by the negligent or willful acts of an owner, or of his family members, guests, employees, agents, lessees, licensees or invitees, shall be borne solely by such Owner, and such Owner's Lot shall be subject to an Individual Assessment for such expense.

7.1.1 Dwelling Party Walls. Each wall built as a part of the original construction of the dwellings within the subdivision and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use as determined by the Association.

If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

7.1.2 Construction/Arbitration. Notwithstanding any other provisions in this article, an Owner who, by his negligent or willful acts causes a party wall to be exposed to the elements or to breach privacy between Lots shall bear the whole cost of furnishing the necessary protection against such elements or breach of privacy.

The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration by the Association. If the Association is unable to resolve the dispute, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator.

The decision of a majority or all arbitrators shall bind the parties.

7.2 Association Responsibility. Except to the extent that any portion of the Property is to be maintained by Casa Del Sol Master Property Owners Association, Inc., a Florida not-for-profit corporation pursuant to that certain MASTER DECLARATION OF COVENANTS FOR CASA DEL SOL, the Association shall, either by appointing a real estate management, or through its own personnel, be responsible for the maintenance of all Common Property; provided, however, that the expense of any maintenance, repair or reconstruction of any portion of the Common Property, necessitated by the negligent or willful acts of an Owner, or of his family members, guests, employees, agents, lessees, licensees or invitees, shall be borne solely by such Owner, and such Owner's Lot shall be subject to an Individual Assessment for such expense. The Association shall also be responsible for the maintenance and repair of exterior portions of all Dwellings, including the roof and structure; provided, however, that no change to the quality or color of any exterior portion of the Dwelling may be made by the Association without the prior written consent of the Architectural Review Board. The Association shall also be responsible for the painting of the exterior of all Dwellings, and the maintenance of all sod and landscaping upon each Lot. The Association shall have a right of access to all Lots to perform its maintenance and operation of the Property, and such access shall not constitute a trespass.

7.2.1 The Association shall be responsible for the maintenance of a Lot when it is determined by the Association in its sole and absolute discretion, that the Owner thereof has failed or refused to perform said maintenance, the expense of which will be borne by the Owner of said Lot as a Individual Assessment.

7.2.2 Without limiting the foregoing, the Association shall be responsible for maintenance of all water management or retention tracts within the Property, if any.

7.2.3 Developer, its parents, subsidiaries, affiliates, and their successors and assigns, may be the management agent for the Association and may hire such employees, including but not limited to, attorneys, accountants, bookkeepers, brokers, gardeners and laborers, as Developer may deem necessary or appropriate in order to maintain the property described herein. No management agreement between the Association and Developer, its parents, subsidiaries, affiliates, or their successors and assigns shall be held invalid solely for the reason that at the time of entering into the management agreement, the employees, officers or agents of the Developer, or its parents, subsidiaries, affiliates, or their successors and assigns are officer, directors or employees of the Association.

## **ARTICLE 8** **USE RESTRICTIONS**

8.1 Restrictions on Use of Lots and Common Property.

8.1.1 Residential Use. Except as provided below in this Declaration, all Lots, shall be used only for single family, private, residential Dwellings and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof; provided, however, that nothing contained herein shall be construed to prohibit or limit the operation of the Recreation Facilities.

The term “family” shall mean and refer to persons related by blood or marriage. Whenever any Lot is owned or leased by a non-natural person, including, but not limited to, a corporation or partnership or other entity (other than Developer), the agent of such entity shall designate, at the time of the closing of the purchase of the Lot, a particular family or individual who shall be entitled to reside on the Lot. This designation may not be changed more than once per year. In the event that the entity owning the Lot wishes to designate another family as being entitled to use the Lot, the Association shall have the right to approve the occupancy of the Lot by the new family in the same manner as if the Lot has been sold or transferred to the new family, and the provisions of this Declaration relating to transfers shall govern the action taken by the Association. The adult members of the family designated by the non-natural entity to occupy the Lot shall execute a written covenant in favor of the Association, agreeing to comply with the terms and provisions of this Declaration, and with the Rules and Regulations and Traffic Regulations of Developer and the Association. Upon demand by the Association to the non-natural entity Lot Owner to remove any party who has been given permission to use the Lot for failure to comply with the above-mentioned terms and conditions, the Lot Owner shall forthwith cause such occupying party to vacate the Lot.

8.1.2 Commercial Activities. No drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried upon any Lot or in any dwelling or any part thereof, except for those uses made by Developer and the operation of the Recreation Facilities.

8.1.3 Pets. No pets may be kept kept, bred or maintained for any commercial purpose, and no owner shall keep more than three pets (not including fish or birds). Pitbulls, Mastiffs and wild/feral cats are not permitted, nor are exotic species of amphibians, reptiles or birds. All pets shall be kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. The pet owner shall be responsible at all times for cleaning up after the pet and no pet may soil outside without immediate clean up. Failure to leash any pet or remove or clean up any pet fecal matter shall subject an Owner to a fine of not less than Twenty Dollars (\$20.00). Such fine, if not paid by an Owner, shall become a lien on the Owner’s Lot which shall be enforced and collectible in the same manner as assessments. The Board of Directors shall have the right to order the removal of any pet that is considered a nuisance, or a “dangerous dog” under applicable Florida Statutes, County or City Ordinances, in the Board’s reasonable discretion. In such event, the Board of Directors shall give written notice thereof to the pet owner, and the pet shall, within two days thereafter, be permanently removed from the Property. Notwithstanding any other provisions of the Declaration, the provisions of this Section 8.1.3 cannot be modified without the affirmative vote of ninety (90%) of the

Owners; provided, however, that any such amendment shall act prospectively only such that any specific pet that had been permitted to reside in a Lot or Dwelling prior to the passage of such amendment, shall be unaffected by any such amendment.

b. Pets may be walked along the streets and walkways provided they are leashed and maintained as described above. However, no pet will be allowed on or in any other Common Property or on any areas designated as Preserve Areas by the Board, nor are they permitted on the private property of other Owners without the express permission of said Owner.

#### 8.1.4 Vehicle Parking.

8.1.4.1 Recreational and Commercial Vehicles. No boats, trailers, recreational vehicles, trucks, commercial vehicles, motor homes, motorcycles, mobile homes or other habitable motor vehicles, except four-wheel passenger vehicles, may be placed, parked or stored upon any portion of a Lots or Property except within a building which is totally removed from public view and then only in accordance with Section 8.1.4.2 hereof, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except within a building which is totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park in the driveway of a Lot, or on the Streets during regular business hours, as needed for providing services or deliveries to the Lots. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. No loud or obnoxious vehicles shall be permitted within Casa Del Sol at any time.

8.1.4.2 Passenger Automobiles. Automobiles of Owners may be parked, placed or stored only in the garage or driveway of the Owner's Lot. Family members, guests, employees, agents, lessees, licensees and invitees of Lot Owners may park their automobiles, on a temporary basis in the garage or driveway of the Owner's Lot or, with written permission of the Association, in the streets. No vehicle of any kind shall be placed, parked, or stored on the lawn of any Lot, or on any portion of the Common Property other than the Streets.

8.1.4.4 Enforcement of Violations. The Association shall have the right to levy reasonable fines against Lot Owners for parking violations by the Owners or their family members, guests, employees, agents, lessees, licensees or invitees, and such fines shall be treated as Individual Assessments and shall be collectible as such. Upon any delinquency in the payment of any parking violation fine, the Association shall have all rights as set forth in Article 6 of this Declaration for non-payment of Assessments or fines, including, without limitation, lien rights against the Owner. In addition, the Association will have the right to have any vehicle which is in violation of a parking regulation towed at the Owner's expense.

8.1.5 Temporary Structures. No structure or object of a temporary character such as, but not limited to, house trailers, commercial vans, tents, shacks, sheds, or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Property, or any part thereof.

8.1.6 Insurance. No Owner shall permit or suffer anything to be done or kept on his Lot or make any use of the Common Property which will increase the rate of insurance on any portion of the Property.

8.1.7 Nuisances. No use or practice which is either an annoyance to other Owners or an interference with the peaceful possession and proper use of the Property by the Lot Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet or comfort of the Owners, or allow any such noise or disturbance to be made on his Lot or in his Dwelling.

8.1.8 Access to Lots. Whenever the Association is permitted or required by this Declaration to enter upon any Lot for the purpose of correction, repair, cleaning, clearing, mowing, or in the event of an emergency, or for any other required or permitted activity, such entrance shall not be deemed a trespass.

8.1.9 Signs. Except in connection with the development or sales of property throughout Casa Del Sol by Developer, no signs, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed to the public view on any Lot, on the Common Property, or on the Recreational Facilities.

8.1.10 Easements. No Dwelling or other structure, Improvement, or any tree, bush shrub, landscaping or any other planting of any kind shall be built or maintained upon any easement or right-of-way, and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

8.1.11 Refuse Containers. No Lot shall be used or maintained as a dumping ground for rubbish. Except for hours of collection, trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be placed inside the garage area, so they are not visible from the Streets, from adjoining Lots, from the Common Property, or from the Recreation Facilities. During construction upon a Lot, the Developer may maintain a dumpster thereon for disposal of construction debris, subject to approval by the A.R.B. of the type and location of the dumpster.

8.1.12 Laundry. No portion of a Lot shall be used for the drying or hanging of laundry, unless such laundry is adequately screened from public view, so that the laundry is not visible from any Street, from adjoining Lots, or from the Common Property.

8.1.13 Air Conditioners/Water Purifiers, Etc. All window or wall air conditioning units are prohibited. All air conditioner compressors shall be screened from view from the Streets, from adjacent Lots, from the Common Property, and shall be insulated by a fence, wall or shrubbery as provided by the Developer or approved by the A.R.B. so as to

minimize the transmittal of noise. No water purifiers shall be placed outside the Dwelling nor shall any other device be placed outside the dwelling without the written permission of the A.R.B.

8.1.14. Emergencies. Dwellings may be boarded up only when there is an imminent threat of a storm. In no event shall any Dwelling be boarded up for any period of time after the imminent threat of a storm has passed. No hurricane or storm shutters shall be installed or maintained unless they are first approved, in writing, by the A.R.B. as provided herein.

8.1.15 Wheeled Vehicles. Bicycles, tricycles, scooters, baby carriages, or other similar vehicles or toys shall be stored only within the Dwellings. In the event such vehicles or toys are left unattended on the Streets or the Common Property (in other than a designated area), they may be impounded by the Associations, and shall be released to the Owner only upon payment of an administrative fee established by the Association. Such administration fee shall be an Individual Assessment enforceable pursuant to the procedures set forth in Article 6 of this Declaration. No skateboards shall be ridden within the Project at anytime.

8.1.16 Additional Protective Covenants. Developer may include any contract or deed for any Lot additional protective covenants and restrictions not inconsistent with those contained herein.

8.1.17 Developer. The foregoing use restrictions set forth in this Section 8.1 shall not apply to any Improvements constructed by Developer.

8.2 Rules and Regulations. No person shall use the Common Property or any Lot in any manner contrary to, or not in accordance with, the Rules and Regulations or Traffic Regulations which may be promulgated by Developer or the Association or the A.R.B., whether or not such Rules and Regulations are restated herein in whole or in part.

## **ARTICLE 9** **ARCHITECTURAL AND LANDSCAPE CONTROLS**

9.1 Architectural Review Board. It is the intent of Developer to create a general plan and uniform scheme of development of the Property with detailed attention to the environmental characteristics of the property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, after turnover, the Association shall have the right to create an A.R.B. that shall have the right to approve or disapprove all architectural plans, landscaping plans and the location of any proposed Improvements. The A.R.B. may, in its sole and absolute discretion, impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning or other local government codes. In the event that an A.R.B. is not created, the Board of Directors shall sit as the A.R.B. in all matters requiring or permitting action by the A.R.B. hereunder. The procedures

of the A.R.B. shall be as set forth below.

9.1.1 The A.R.B. shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions of the Association. The A.R.B. shall consist of three (3) voting members, all of whom shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until Turnover of control of the Association, as defined in this Declaration, Developer shall have the right to (a) change the number of members on the A.R.B.; provided, however, that the A.R.B. shall at all times consist of at least (3) members; (b) to appoint all members of the A.R.B.; and (c) to remove and replace all members appointed to the A.R.B. Developer shall determine which member of the A.R.B. shall serve as its chairman, or which members shall serve as co-chairmen. In the event of the failure, refusal or inability to act of the members appointed by Developer, and in the event Developer fails to fill any such vacancy within thirty (30) days of its occurrence, the remaining members of the A.R.B. shall fill such vacancy by appointment. At such time as Developer no longer owns any property within Casa Del Sol, or at such earlier date as Developer may determine in its sole and absolute discretion, the Developer shall assign to the Association the rights, powers, duties and obligations of the A.R.B., whereupon the Board of Directors shall (a) determine how many persons shall serve on the A.R.B.; provided, however, that the A.R.B. shall at all times consist of no less than three (3) members; (b) appoint the members of the A.R.B.; (c) provide for the terms of the members of the A.R.B.; and (d) determine which member of the A.R.B. shall serve as its chairman, or which members shall serve as co-chairman. There shall be no requirement that any of the members of the A.R.B. be a member of either the Association or and Owner within Casa Del Sol. A majority of the A.R.B. shall constitute a quorum to transact business at any meeting, and the action of a majority of those members present shall constitute the action of the A.R.B.

9.1.2 No Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, landscaping, landscape lighting and the location of same shall have been submitted to and approved in writing by the A.R.B. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.B. shall be submitted for approval by written application on such form or forms as may be provided or required by the A.R.B. The A.R.B. may also require submission of samples of building materials and colors proposed to be used. All construction shall be done by a licensed general contractor approved in writing by the A.R.B.

9.1.3 In the event the information submitted to the A.R.B. is, in the A.R.B.'s opinion, incomplete or insufficient in any manner, the A.R.B. may request and require additional or supplemental information before considering the information submitted for approval.

9.1.4 The A.R.B. shall have a period of thirty (30) days from the date upon which it receives all requested information, within which to review such information and to

either approve or disapprove the proposed construction. The A.R.B. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole and absolute discretion, for conservation, aesthetic or any other reasons. In approving or disapproving such plans and applications, the A.R.B. shall consider the suitability of the proposed Improvements, and the materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property.

9.1.5 Construction of all Improvements for which the approval of the A.R.B. is required under this Declaration shall be completed within the time period specified by the A.R.B.

9.1.6 Upon approval by the A.R.B. of any plans and specifications submitted to the A.R.B., it shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the A.R.B. disapproves any plans and specifications, it shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the A.R.B. to the Board of Directors of the Association within thirty (30) days of the A.R.B.'s decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvements shall be erected or shall be allowed to remain which violate any of the covenants, conditions or restrictions contained in this Declaration, or which violate any environmental, zoning or building ordinance or regulation.

9.1.7 Prior to the occupancy or use of any Improvements constructed or erected on a Lot, the prospective occupants thereof shall obtain a Certificate of Compliance from the A.R.B., certifying that the construction of the Improvements has been completed in accordance with the plans and specifications thereof as previously approved by the A.R.B. The A.R.B. may from time to time, delegate to a member or to multiple members of the A.R.B. the responsibility for issuing such Certificates of Compliance.

9.1.8 There is specifically reserved unto the A.R.B., and to any agent or member of the A.R.B., the right of entry and inspection upon any portion of the Property for the purpose of determining whether there exists any construction or any Improvement which violates the terms of any approval granted by the A.R.B., of this Declaration or any amendments thereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance relating to that portion of the Property makes reference. If any Improvements of any nature are constructed or altered without the prior written approval of the A.R.B., the Owner shall, upon demand of the Association, cause such Improvements to be removed, and/or restored in order to comply with the plans and specifications originally approved by the A.R.B. The Owner shall be liable for the payment of all cost of such removal or restoration, including all costs and attorneys' fees incurred by the Association in enforcing the provisions of this Declaration with respect to such Improvements. Such costs may also be the basis for an Individual Assessment. The A.R.B., Association and Developer are specifically

empowered to enforce the architectural and landscaping provisions of this Declaration by any legal and equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any constructed Improvements, or to remove any unapproved Improvements, the Association or Developer, as the case may be, shall be entitled to recover all court costs, expenses and attorneys' fees incurred in connection therewith, including all such costs, expenses and fees incident to any appellate proceedings. All costs, expenses, and attorneys' fees of the A.R.B. including those incurred in connection with its enforcement or other powers, as provided herein, shall be deemed to negate the Association's and the A.R.B.'s attorneys' fees and costs if the Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the architectural and landscape provisions contained herein or with any other Rules and Regulations promulgated by Developer, the Association or the A.R.B., the A.R.B. may, in addition to all other remedies contained herein, record against that Owner's Lot in the public record of the County a Certificate of Non-Compliance stating that the Improvements on the Lot fail to meet the requirements of the A.R.B.

9.1.9 The A.R.B. shall promulgated construction guidelines (the "Construction Guidelines"), which shall be kept on file in the office of the Association, and which are incorporated into this Declaration by reference (the "Construction Guidelines"). Except as otherwise specifically provided herein, all improvements within Casa Del Sol must be constructed in accordance with the Construction Guidelines, as amended from time to time by the A.R.B. The A.R.B. is empowered to modify the design and development standards contained within the Construction Guidelines for all or any portion of Casa Del Sol, as it may from time to time deem necessary or appropriate in A.R.B.'s sole and absolute discretion.

9.1.10 The A.R.B. may grant variances from the requirements contained herein or as elsewhere promulgated by the A.R.B., on a case by case basis; provided, however, that the variance sought is reasonable and does not otherwise impose a hardship upon other Owners. The granting of such a variance by the A.R.B. shall not nullify or otherwise affect the A.R.B.'s right to require strict compliance with the requirements set forth herein on any other occasion.

9.1.11 Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by Developer, including, without limitation, Improvements made or to be made to the Common Property, shall not be subject to review by the A.R.B.

9.1.12 The A.R.B. may adopt a schedule of reasonable fees for processing request for approval. Such fees, if any, shall be payable to the Association at the time that the plans and specifications and other documents are submitted to the A.R.B. The payment of such fees, as well as other expenses of the A.R.B. required to be paid by Owners, shall be deemed to be an Individual Assessment, enforceable against the Owner and the Lot at provided hereinabove in Article 6.

9.1.13 Neither Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner within Casa Del Sol or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the A.R.B. in connection with the approval or disapproval of plans and specifications. Each Owner and occupant of any property within Casa Del Sol agrees, as do their successors and assigns by acquiring title thereto or an interest therein, or by assuming possession thereof that they shall not bring any action or suit against Developer, the directors or officers of the Association, the members of the A.R.B., or their respective employees, agents, successors or assigns, in order to recover any damages caused by the actions of the A.R.B. The Association shall indemnify, defend and hold harmless the A.R.B. and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the A.R.B. or its members. Neither Developer, the directors or officers of the Association, the members of the A.R.B., nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto, regardless of whether such plans are approved or disapproved by the A.R.B. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## **ARTICLE 10** **RECREATION FACILITIES**

In addition to the covenants, restrictions and limitations relating to the use of the Common Property set forth in Article 4 hereof, the following provisions shall apply to any Recreation Facilities.

10.1 Recreation Facilities. The Recreation Facilities to be provided by Developer may include, without limitation, a swimming pool, clubhouse and other such properties, facilities or Improvements as Developer may from time to time designate as Recreation Facilities for the common use, benefit and enjoyment of all Owners and the family members, guests, lessees, licensees and invitees of the Owners. Title to any Recreation Facilities constructed by Developer shall remain vested at all times in Developer or its successors or assigns, unless and until Developer elects to convey the Recreation Facilities to the Association, in which event Developer shall convey all of its right, title and interest in the Recreation Facilities to the Association. Notwithstanding the manner in which fee simple title to any Recreation Facilities is held, the Association shall be responsible for the management, maintenance and operation of the Recreation Facilities from and after the date of recordation of this Declaration, the costs of which shall constitute Common Expenses subject to levy and collection of Assessments by the Association as set forth in Article 6 hereof.

10.2 Completion of Recreation Facilities. Completion of construction of the swimming pool and clubhouse to be constructed by Developer shall occur not later than six months following closing of the sale of the last Lot by the Developer.

**ARTICLE 11**  
**INSURANCE**

11.01 Liability Insurance - The Board of Directors of the Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Property, and insuring the Association, Lot Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Lot Owners, as a group, to any one Lot Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

11.02 Casualty Insurance -- Purchase of Insurance - The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within Casa Del Sol, including personal property owned by the Association and Common Property, in and for the interest of the Association, and all Buildings and all Dwelling Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include any property or improvements lying between the unfinished ceiling and the unfinished floor and between the unfinished walls, but shall include all exterior doors and windows, all of which uncovered property shall be the responsibility of the Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

11.03 Flood Insurance -- Purchase of Insurance - If Casa Del Sol is located in a flood zone requiring insurance, the Association shall obtain flood insurance, if available, insuring all of the insurable improvements within Casa Del Sol, including personal property owned by the Association and Common Property, in and for the interest of the Association, and all Buildings and all Dwelling Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include any property or improvements lying between the unfinished ceiling and the unfinished floor and between the unfinished walls, but shall include all exterior doors and windows, all of which uncovered property shall be the responsibility of the Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

11.04 Application of Insurance Proceeds - The proceeds of casualty insurance paid to

the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

A. Common Property Only - The proceeds paid to the Association for loss of or damage to real property constituting Common Property only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Property, the excess shall be paid by the Association to the Owners of all Dwellings, and their respective mortgagees, as their interests may appear, in shares of proportions equal to the undivided interest appurtenant to each Dwelling in the Common Property, or may be credited against Common Expenses next accruing. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Property, the Association shall use, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Dwelling Owners as a Common Expense.

B. Buildings- The proceeds paid to the Association for loss of or damage to any Building, including all property and improvements lying between the unfinished ceiling and the unfinished floor and between the unfinished walls, and shall include all exterior doors and windows, all of which uncovered property shall be the responsibility of the Owner. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Property and Dwellings, the excess shall be paid by the Association the balance may be obtained by through financing of same, the same to constitute a special assessment on the Owners whose Dwellings are being repaired or replaced in the proportion that the amount of damage sustained to each such Dwelling bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Property and Dwellings. If the proceeds of insurance exceed the amount necessary to make such repairs or replacements, the remaining proceeds (insurance proceeds less the expenses of the Association) shall be distributed to the beneficial Owners of the property having been repaired or replaced, all remittances to Owners and their Mortgagees being payable jointly to them in the proportion that the amount of damage sustained to each such Dwelling bears to the total surplus. This is a covenant for the benefit of any Mortgagee of a Dwelling and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

C. Failure to Reconstruct or Repair - If the Association is unable to reconstruct or repair the damage for which the proceeds were paid, any proceeds remaining shall be distributed to the beneficial Owners, all remittances to Owners and their Mortgagees being payable jointly

to them. This is a covenant for the benefit of any Mortgagee of a Dwelling and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial Owners as surplus in the manner elsewhere stated.

D. Common Property - Damaged or destroyed improvements constituting part of the Common Property shall be repaired, reconstructed and/or replaced.

11.03 Construction Funds -The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Dwelling Owners by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction.

11.04 Plans and Specifications - Any repair and restoration must be substantially in accordance with the plans and specifications for the original Building, or as the Building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be un-reasonably withheld.

11.05 Association's Power to Compromise Claim - The Association is hereby irrevocably appointed agent for each Dwelling Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

11.06 Worker's Compensation - A workers' compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage.

11.07 Dwelling Owner's Responsibility to Insure - Each individual Dwelling Owner shall purchase at Dwelling Owner's expense, liability insurance to cover accidents occurring within Dwelling Owner's Dwelling, and shall purchase insurance upon Dwelling Owner's property not covered under the policies obtained by the Association, and such insurance, where applicable, shall contain waiver of subrogation, if available.

11.08 Subrogation - If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Dwelling Owners, the Association and their respective servants, agents and guests. Each Dwelling Owner and the Association hereby agree to waive any claim against each other and against other Dwelling Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the

loss, where the insurer has waived its rights of subrogation as aforesaid.

11.09 Failure to Insure - If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Dwellings in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

11.10 Coverage Placement - The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida.

## **ARTICLE 12** **SALE OR OTHER TRANSFER OF LOTS**

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Property, the transfer of a Lot by any Owner other than Developer shall be subject to the following provisions, which provisions each Lot Owner covenants to observe:

12.1 Notice to the Association. The transfer of a Lot by any Owner other than Developer shall be subject to the following:

12.1.1 Sale, Gift or Other Transfer. An Owner intending to make a bona fide sale, gift or other transfer of his Lot or any other interest therein, shall give to the Association notice of such intention, in writing, together with the name and address of the intended purchaser or transferee, and such other information concerning the intended purchaser or transferee as the Association may reasonably require.

12.1.2 Devise or Inheritance. A Lot Owner who has obtained title by devise or inheritance shall give the Association notice of the acquisition of title, together with such information concerning the Lot Owner as the Association may require.

12.1.3 Failure to Give Notice. If the above required notice to the Association is not given, the Association may deny the unauthorized Lot Owner or occupant of a Dwelling the use of Common Property, and may take any other action at law or in equity to divest the unauthorized Owner or occupant of record title or possession of the Lot.

12.2 Certificates of Notice and Approval. Certificates of Notice and Approval shall be given in the following manner:

12.2.1 Except as otherwise provided hereinbelow, within ten (10) days of receipt of the above-described notice and information, the Association shall cause a Certificate and

Notice of Approval to be executed by any officer of the Association. Such Certificate of Notice and Approval shall be recorded in the public records of the County, along with the deed or other instrument of conveyance.

12.2.2 In the event that a Lot Owner is delinquent in paying any Assessment assessed by the Association, or that an Owner, his family members, guests, employees, agents, lessees, licensees or invitees are not in compliance with any provision of this Declaration, the Rules and Regulations or Traffic Regulations adopted by Developer or the Association, the Association shall have the right to Disapprove the proposed transfer by sending a notice of Disapproval to the Lot Owner within ten (10) days after receipt of the notice and information required under this Article.

12.2.3 In the event the delinquent Assessment is thereafter paid or the violation is corrected within ten (10) days of receipt of the Notice of Disapproval by the Lot Owner, the Association shall cause a Certificate of Notice and Approval to be executed by any officer of the Association within ten (10) days after receipt of proof satisfactory to the Association that the Delinquent Assessment has been paid or the violation corrected.

12.3 Leasing. A Lot Owner may lease his Lot and Dwelling thereon, provided that each lease term shall be for a minimum of thirty (30) days, and there shall be a maximum of three lease commencement dates in the period starting November 1<sup>st</sup> of one year and ending October 31<sup>st</sup> of the following year. Notwithstanding any other provisions of the Declaration, the provisions of this Section 12.3 cannot be modified without the affirmative vote of ninety (90%) of the Owners, nor shall other restrictions be imposed on leasing so as to have the effect of prohibiting leasing as set forth in this Section 12.3

12.4 Restrictions on Auctions. No Lot or other property within Casa Del Sol may be sold by public or private auction.

12.5 Transfers Void. Any sale, gift, devise, lease or other transfer not authorized pursuant to the terms of this Declaration shall be void unless a Certificate of Notice and Approval of the Association is subsequently obtained and recorded in the public records of the County.

12.6 Exceptions. The foregoing provisions of this Article 12 shall not apply to an Institutional Mortgagee that acquires its title as the result of owning a mortgage upon the Lot concerned, and this shall be so, whether the title is acquired by deed from the mortgagor or its successors or assigns, or through foreclosure or any other proceeding in lieu of foreclosure. Neither shall such provisions require the approval of a purchaser who acquires title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale, or tax sale, nor shall such provisions apply to any transfer by Developer.

**ARTICLE 13**  
**INDEMNIFICATION OF DIRECTORS, OFFICERS**  
**AND COMMITTEE MEMBERS**

By acceptance of a deed to a Lot, each Owner acknowledges and agrees that every director and officer of the Association, and any committee member appointed by Developer or the Board, shall be indemnified by the Association against all expenses and liability, including attorneys' fees, incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director, officer or committee member of the Association, whether or not he is a director, officer or committee member of the Association at the time such expenses are incurred, except in such cases where the director, officer or committee member of the Association is adjudged guilty of willful misfeasance in the reimbursement of indemnification hereunder based upon a settlement by the director, officer or committee member of the Association seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement in advance as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee of the Association may be entitled. Further, by acceptance of a deed to a Lot, each Owner acknowledges and agrees that directors of the Association appointed by Developer, officers of the Association elected by the Board of Directors appointed by Developer, and committee members appointed by said Board of Directors or by said officers shall act solely on behalf of Developer and the Association, and shall have no fiduciary or other obligation to act on behalf of the Owners. Further, by acceptance of a deed to a Lot, each Owner acknowledges and agrees that although directors, officers and committee may be appointed, directly or indirectly by Developer and be acting solely on behalf of Developer and not on behalf of the Owners, nonetheless, such directors, officers and committee members shall be indemnified by the Association pursuant to the provisions of this Article.

**ARTICLE 14**  
**GENERAL PROVISIONS**

14.1 Assignment.

14.1.1 All of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer or the Association may be assigned by Developer or the Association, as the case may be. After such assignment, the assignee shall have the same rights and powers, and be subject to the same obligations and duties as were Developer or the Association prior to the assignment, and Developer or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements or estates.

14.1.2 Any of the rights, powers, obligations, easements and estates reserved by, or granted to, Developer may be partially assigned by Developer. After such partial

assignment, the assignee shall have such rights, powers, obligations, easements and estates as were specifically assigned to the assignee, and Developer shall be relieved and released of those rights, powers, obligations, easements, or estates which were specifically assigned to the assignee.

14.2 Amendment. This Declaration may be amended upon recordation of an appropriate instrument in the public records of the County, subject however, to the following provisions:

14.2.1 Except as provided hereinbelow, an amendment initiated by any party other than Developer must obtain the approval of at least sixty-seven (67%) of the votes of Members; provided, however, that until such time as Developer relinquishes control of the Associations, as described hereinabove, all such amendments must include the approval and joinder of Developer.

14.2.2 So long as Developer owns any property within Casa Del Sol, Developer shall have the right to make reasonable modifications, changes, or cancellations to any or all of the provisions pertaining to the development of Casa Del Sol contained in this Declaration including, but not limited to, provisions relating to the addition of property subject to this Declaration, use restrictions and Assessments, without the joinder or consent of the Owners, the Association, Institutional Mortgagees or any other individual or entity, and the foregoing parties hereby waive any right to consent to such changes. Such changes may affect the entire Property or only specific portions of the Property, but shall be subject to applicable governmental approvals and Florida statutory requirements for Homeowners' Associations.

14.2.3 Any duly adopted amendment to this Declaration shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions specifically set forth herein.

14.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind the Property for a term of fifty (50) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of all Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

14.4 Covenants Run with the Property. The agreements, covenants, conditions, restrictions, obligations, Easements, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein shall constitute a servitude upon the Property and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Developer, the Association, and the Owners.

14.5 Enforcement. Compliance with the agreements, covenants, conditions,

restrictions, obligations, easements, reservations, rights, powers, Assessments, fines, liens and other provisions contained herein may be enforced by any proceeding at law or in equity against any persons or entities violating or attempting to violate the same, or against the Property subject hereto enforce any lien created by this Declaration. In the event that Developer and the Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Developer, the Association, or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

14.6 Developer's Rights. Notwithstanding any other provision in this Declaration to the contrary, Developer, its agents, employees, officers, successors and assigns, including without limitation, any management and marketing agents, are irrevocable empowered to sell or lease Lots on any terms to any purchasers or lessees, for so long as Developer owns any portion of the Property. Also, for so long as Developer owns or has any use rights to any portion of the Property, Developer, its agents, employees, officers, successors and assigns, including without limitation, any management and marketing agents, shall have the right to transact any business necessary to consummate sales of property throughout Casa Del Sol, including but not limited to, (a) the right to maintain office(s) on the Property in location(s) to be selected by Developer; (b) to have employees in such offices; (c) to construct and maintain sales agency offices, and such other structures or appurtenances which are necessary or desirable for the development and sale of property throughout Casa Del Sol, including, without limitation, sales models and parking lots; (d) to post and display a sign or signs on any Lots owned by Developer or on the Common Property; (e) to use the Common Property; and (f) to show Lots to prospective purchasers. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within Casa Del Sol shall not be considered Common Property and shall remain the property of Developer.

14.7 Non-Condominium.

14.7.1 The Association created pursuant to this Declaration and the Articles of Incorporation and By-Laws of the Association is expressly not intended to be a condominium association and is not created in accordance with, and is not subject to, Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration or as amended at any time.

14.7.2 The Common Property is not intended to be condominium property under, and is not subject to, Florida Statutes, Chapter 718, in existence as of the date of recording this Declaration, and is not intended to be part of the common elements of any condominium.

14.8 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed to Developer at:

CASA DEL SOL OF TEQUESTA, LLC

658 W. Indiantown Road  
Suite 211  
Jupiter, FL 33458  
Attn: Robert G. Bruce  
Attn: James T. Helm

or to Owner at:

The last known address of Owner as it appears on the records of the Association at the time of such delivery or mailing.

Or to the Association at:  
Casa Del Sol at Tequesta Property Owners Association, Inc.  
658 W. Indiantown Road  
Suite 211  
Jupiter, FL 33458

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by registered or certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until changed by like notice, shall be the address of such party for all purposes of the Declaration.

14.9 Plats. In addition to this Declaration, the Property shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth on any plat(s) of the Property, which plats are recorded or to be recorded in the public records of the County.

14.10 Developer Payments. Upon demand of the Developer, the Association shall refund to the Developer any refundable payments or deposits made by Developer to third parties in connection with the development of the Property. For example, and not by way of limitation, the Developer shall, upon demand, be reimbursed by the Association for refundable payments made to Florida Power and Light Company or prepaid insurance premiums.

14.11 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

14.12 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgement or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

14.13 Captions. The captions used in this Declaration and any exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Declaration or any exhibits hereto or amendments thereof.

14.14 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

**IN WITNESS WHEREOF**, Developer has caused this Declaration to be executed this \_\_\_\_ day of \_\_\_\_\_, 2006.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

**CASA DEL SOL OF TEQUESTA, LLC,  
A Florida limited liability company**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_



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Witness  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA )

) ss.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_, the \_\_\_\_\_ of CASA DEL SOL AT TEQUESTA PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. The above-named individual (check one) \_\_\_\_ is personally known to me or \_\_\_\_ has produced the following identification which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath:

\_\_\_\_the sworn written statement of a credible witness (who is presently known to the Notary) that the signer is personally known to the witness;

\_\_\_\_a driver's license or non-driver's ID issued by Florida or any other U.S. state;

\_\_\_\_a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;

(Notarial Seal)

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**

**CONSENT OF MORTGAGEE**

**REGARDING RECORDATION OF THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASA DEL SOL TOWNHOMES**

FIRST NATIONAL BANK AND TRUST COMPANY OF THE TREASURE COAST, a National Banking Association hereby consents to CASA DEL SOL OF TEQUESTA, LLC, a Florida limited liability company (the "Developer") subjecting the real property described therein to the provisions of the Declaration shall be binding upon present and future owners of the real property encumbered by the Declaration.

By its acceptance hereof, the Developer agrees, and all persons acquiring title to, interest in or lien upon any property subject to the Declaration are hereby advised that (1) no amendment to the Declaration by Developer (in its own right or by voting as a Member of the Association name in the Declaration) shall be valid without Mortgagee's written consent, or (2) no transfer of control of said Association agreement to do so or notice of doing so shall be valid without such consent.

Notwithstanding the execution of this Consent, nothing herein shall be construed to render the undersigned Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Developer under the Declaration nor shall this Consent affect the priority of the Mortgage lien and interest of the undersigned, except that it shall be subordinate to the Declaration (but not the lien for assessments provided therein) such that no foreclosure fo the Mortgage or deed in lieu thereof shall extinguish the Declaration.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

Signed, sealed and delivered in the presence of:

FIRST NATIONAL BANK AND TRUST  
COMPANY OF THE TREASURE COAST,  
a National Banking Association

BY: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Witness  
Printed Name: \_\_\_\_\_

STATE OF FLORIDA )

) ss.

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006 by \_\_\_\_\_, the \_\_\_\_\_ of FIRST NATIONAL BANK AND TRUST COMPANY OF THE TREASURE COAST, a National Banking Association, on behalf of the corporation. The above-named individual (check one) \_\_\_\_ is personally known to me or \_\_\_\_ has produced the following identification which is current or has been issued within the past five years and bears a serial or other identifying number and did not take an oath:

\_\_\_\_the sworn written statement of a credible witness (who is presently known to the Notary) that the signer is personally known to the witness;

\_\_\_\_a driver's license or non-driver's ID issued by Florida or any other U.S. state;

\_\_\_\_a U.S. passport or a foreign passport stamped by the U.S. Immigration and Naturalization Service;

(Notarial Seal)

\_\_\_\_\_  
**Notary Public**

**My Commission Expires:**

**Version June 14, 2006**