

**AMENDED DECLARATION OF COVENANTS, RESTRICTIONS, RESERVATIONS,
SERVITUDES, AND EASEMENTS OF THE ESTATES OF LAKE CLARKE SHORES**

This document contains the ELCS HOA Declaration language, edited to include amendments approved on April 2, 2025. Amendment additions are indicated by “underlining”; deletions by “~~strikethrough~~”. Copies of the original 1983 Declaration and its exhibits, the 2017 Revived Declaration, and the 2025 Approved Amendments can be found on the ELCS HOA website at **EstatesofLCS.com**.

ARTICLE I

GENERAL PURPOSE OF COVENANTS

The real property described herein is subjected to the covenants, restrictions, reservations, servitudes and easements hereby declared to ensure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to ensure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon; with appropriate locations thereof on lots; to secure and maintain type and quality of improvements in said property, and thereby enhance the value of investments made by purchasers of lots therein.

ARTICLE II

DEFINITION OF TERMS

The terms used in this Revived Declaration, the Articles of Incorporation and the Bylaws of the Estates of Lake Clarke Shores Homeowner’s Association, Inc., a Florida corporation non-for-profit, shall have the meaning stated as follows, unless the context otherwise requires:

A. “Architectural and Landscape Review Committee” shall mean and refer to the Architectural and Landscape Review Committee as appointed by the Board of Directors of The Estates of Lake Clarke Shores Homeowner’s Association, Inc. as provided for in the Bylaws of said Association.

B. “Articles of Incorporation” shall mean the Articles of Incorporation of The Estates of Lake Clarke Shores Homeowner’s Association, Inc., a copy of which is attached hereto as Exhibit “C” and made a part hereof.

C. “Assessment” shall mean a share of the funds required and which are to be assessed against a lot owner and dwelling for the payment of the costs incurred by the Association for and including, but not limited to, the operation, maintenance, and protection of the Common Areas (defined below), recreational facilities, easements for ingress and egress and other areas subject to and under the control and administration of the Association.

D. “Association” shall mean and refer to The Estates of Lake Clarke Shores Homeowner’s Association, Inc., a Florida corporation non-for-profit, its successors and assigns.

E. “Association Property” shall mean and refer to that portion of the property described herein that is dedicated to The Estates of Lake Clarke Shores Homeowner’s Association, Inc. herein referred to as the “Corporation” or the “Association”.

F. “Board” shall mean the Board of Directors of the Association.

G. "Bylaws" shall mean the Bylaws of The Estates of Lake Clarke Shores Homeowner's Association, Inc., established for the government of the Association, as said Bylaws may exist from time to time, a copy of which is attached hereto as Exhibit "D" and made a part hereof.

H. "Common Area" shall mean all that certain real property owned by the Association and held for the benefit, use, and enjoyment of the members of the Association, including the water management tracts and the recreation areas as those terms are used on the Plat of The Estates of Lake Clarke Shores.

I. "Common Expenses" shall mean the expenses for which each lot owner is liable which shall include but not limited to the following: expenses of administration and management of the Common Areas and recreational facilities, expenses of maintenance, operation, repair or replacement of the Association Property, not otherwise covered by insurance; expenses declared as Common Expenses by the provisions of this Revived Declaration or by the Bylaws; any valid charge against the Association, Common Areas or recreational facilities; any expense of, charges to, or assessments by the Association as provided for in this Revived Declaration, the Articles of Incorporation or the Bylaws.

J. "Dwelling House" or "Building" shall be deemed and construed to include both the main portion of said structure and all projections therefrom, such as bay or bow windows, exterior chimneys, covered porches, or porticoes, and the like, including any garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structure.

K. "Lot" shall mean a lot as shown and described on the Plat of The Estates of Lake Clarke Shores, according to the Plat thereof recorded in Plat Book 45 at Pages 189-190 of the Public Records of Palm Beach County, Florida.

L. "Owner" shall mean the holder or holders of the fee title to any Lot as herein defined.

M. "Member" shall mean and refer to every person or entity who holds membership in the Association.

N. "Person" shall mean a person, firm, association, corporation, or other entity.

O. "Plat" or "Subdivision" shall mean all of the lands comprising that subdivision known as The Estates of Lake Clarke Shores, according to the Plat thereof as recorded in Plat Book 45 at Pages 189-190 of the Public Records of Palm Beach County, Florida.

P. "Setback" means and refers to the distance between Dwelling Houses or other structures referred to and the street or side or rear lines of the particular Lot.

Q. "Street" means and refers to any street, highway, or other thoroughfare shown on said Plat, or contiguous to the property designated on said Plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, path or otherwise.

ARTICLE III

USES PROHIBITED AND PERMITTED

A. Said property shall not be used, nor shall any portion thereof be used for any purpose other than residence purposes however home-based businesses are permissible provided no customers regularly or routinely frequent the residence. Notwithstanding anything to the contrary, use of a Lot as a Congregant Living Facility, as defined below, is prohibited. The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more

personal services for persons not related to the owner or administrator by blood or marriage which shall include "domestic partnerships" as well as "civil unions". In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

B. No Building, other than a detached single family Dwelling House and attached garage ~~for private use~~, shall be erected, constructed or maintained on said property; ~~nor shall any Building constructed or erected on said property be used for any purpose other than a private Dwelling House for private use.~~

C. No Dwelling House more than two stories in height shall be erected, constructed, or maintained on said property.

D. No trees exceeding four (4) inches in diameter may be cut down, destroyed, or removed from said property, except those trees necessary for the construction of a dwelling or whose continued presence will endanger a dwelling.

E. When the construction of any Building on any Lot has begun, work thereon must be pursued diligently and it must be completed within a reasonable time. No Building shall be occupied during construction, or until made to comply with all requirements of this Revived Declaration.

F. No outbuilding, garage, ~~shed~~, tent, or temporary building of any kind shall be erected, constructed, permitted or maintained on any Lot, and no outbuilding, garage ~~shed~~, tent, trailer, temporary building or recreational vehicle shall be used for permanent to temporary residential purposes, provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on said property nor the use of adequate sanitary toilet facilities for workmen which shall be provided during such construction.

G. ~~No business of any kind whatsoever shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, and without limiting the generality of the foregoing, no store, market, shop, mercantile establishment, crematory, cemetery, radio tower, auto camp, trailer camp or haven, hospital, public bathrooms, school, kindergarten, nursery school, sanitarium, asylum, or institution and no noxious, dangerous or offensive thing, activity or nuisance shall be erected, maintained, operated, carried on, permitted or conducted on said property, or any part thereof, nor shall anything be done thereon which may be, or become an annoyance or nuisance to the subdivision.~~

H. ~~No animals, birds or fowl, including but not limited to hogs, cattle, cows, goats, sheep, rabbits, hares, horses, ponies, donkeys, burros, dogs, cats, pigeons, pheasants, game birds, game fowl, or poultry (except hereinafter permitted) shall be kept or maintained on any part of said property:~~

I. Dogs, cats and pet birds may be kept on any Lot in reasonable numbers as pets for the pleasure and use of the occupants of said Lot, but not for any commercial use or purpose. When outdoors, dogs and cats must be leashed or in fenced-in areas and an owner must clean up after their pet. In no event shall any roosters, guinea hens, pigeons or other noisy fowl be kept for any purpose on any Lot.

J. No trailers, campers, boats, trucks, or commercial vehicles as more particularly defined herein, shall be kept or stored on any Lot, except within an enclosed garage or adequately screened from view from the Street and behind the front Building Setback lines for more than 24 hours, nor may

any of them be used for either temporary or permanent residential purposes. The overnight parking of vehicles of any kind upon the Common Areas is prohibited. The parking and storage of automobiles except upon paved driveway or specifically designated parking areas is prohibited. Commercial vehicles are defined by Fla. Stat. §320.01(25) which is a vehicle which uses special fuel or motor fuel on highways and is 26,001 pounds in weight or more or has three or more axels regardless of weight. Exception involves motor sport transport vehicles are not commercial vehicles.

K. No Lot lawn or landscaping shall be allowed to grow up in an unsightly condition nor shall any Lot be used as a junkyard or for storage of inoperative vehicles.

L. No individual water supply system shall be permitted on any Lot except solely for irrigation purposes or other non-domestic use.

M. No garbage receptacles or containers shall be permitted on any Lot except containers meeting the sanitary requirements, if any, of the County of Palm Beach, Florida and Town of Lake Clarke Shores.

N. No public utility services shall be transported from the Lot line or any public utility easement to a dwelling or other structure except through underground pipes, conduits or other underground connection.

O. The Association Property shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the Owners, their invitees and guests.

P. No exterior radio, television or electronic antenna or aerial shall be erected or maintained on any of the property without the prior written consent of the Architectural and Landscape Review Committee.

Q. No nuisances shall be allowed upon the Subdivision property nor any use or practice which is the source of annoyances to residences, or which interfere with the peaceful possession and proper use of the Subdivision by its residents. All parts of the Subdivision shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

R. No immoral, improper, offensive or unlawful use shall be made of the Subdivision or any part thereof; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

S. Reasonable Rules and Regulations concerning the use of the Subdivision properties may be made and amended from time to time by the Board. Copies of such Rules and Regulation and amendments shall be furnished by the Association to all Owners and residents of the Subdivision upon request.

T. Leasing. All leases and/or rental of a Lot and/or home shall be subject to the Association providing approval or disapproval of same. No lease shall be for a period of less than six (6) months nor may an Owner lease his/her Lot for more than two (2) times per calendar year. All leases of a Lot and/or home on a Lot, shall be subject to obtaining Association approval in writing and such lease must be submitted to the Association prior to the commencement date of such lease. The approval or disapproval of such lease shall be based upon the then existing criteria as established by the Association. The Owner of such Lot being leased shall submit to the Association a security deposit the amounts of which to be established by the Board to cover any damage to the Common Areas of the

Association and to ensure compliance with all applicable rules and regulations. The deposit shall be held by the Association in accordance with Part II of Chapter 83, Florida Statutes. In the event that an Owner fails to provide advance notice of a lease, the Association may, at its election, consider the lease void, and shall have the right to seek an eviction of the lessee, at the expense of the Owner, which shall be secured by the lien rights of the Association. Any action by the Association seeking the removal of such unapproved lessee shall result in the Owner bearing the cost and expense, including without limitation attorney's fees incurred both pre-litigation and during litigation as involving such efforts. These sums shall be treated as a Special Assessment which shall be collected from the Owner just like all other Special Assessments imposed by the Association against an Owner. Absolutely no sub-leasing shall be permitted.

ARTICLE IV

APPROVAL OF PLANS AND LOCATION OF STRUCTURES AND LANDSCAPE

A. No Building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed or maintained on said real property or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made unless prior to the commencement of any construction, excavation, or other work, two complete sets of plans and specifications therefore, including front, side and rear elevations and floor plans specifications for each floor and basement, and two plot plans indicating and fixing the exact location of such structure or such altered structure on the Lot with reference to the Street and side lines thereof as well as all landscaping improvements to be made to the Lot which have been first submitted in writing for approval and approved in writing by the Architectural and Landscape Review Committee. The Architectural and Landscape Review Committee shall have the authority to require plans and specifications which may exceed the maximum standards provided and required by the Building Code by the County of Palm Beach, as revised or amended from time to time.

B. Approval of plans, specifications, location of Buildings and landscaping by the Architectural and Landscape Review Committee shall be endorsed on both sets of said plans and specifications and plot plan and one set shall forthwith be returned by the Architectural and Landscape Review Committee to the Person submitting the same. The Architectural and Landscape Review Committee may charge a reasonable fee for review of plans and inspections.

C. Such plans and specifications shall provide for a minimum expenditure of \$1,500.00 on each Lot for landscaping exclusive of the cost of sod, to be placed upon the Lot to be improved. Each Lot shall be fully sodded and/or landscaped and such installation of landscaping and sodding shall be completed prior to occupation of the structure by its occupants, and shall be in accordance with the plans and specifications approved by the Architectural and Landscape Review Committee.

D. The approval of the Architectural and Landscape Review Committee of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver of the Architectural and Landscape Committee of the right to object to any of the features or elements embodied in such plans or specification if and when the same features or elements embodied in any subsequent plans and specifications submitted for approval for use on other Lots.

E. After such plans and specifications and other data submitted have been approved by the Architectural and Landscape Review Committee, no Building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed or altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and

specifications, and plan plans theretofore approved by the Architectural and Landscape Review Committee or its duly appointed agent, as provided in Article IV. hereof. If any Building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered, or maintained upon said property other than in accordance with the plans and specifications and plot plan approved by the Architectural and Landscape Review Committee, then such erection, construction, placing, alteration, and maintenance shall be deemed to have been undertaken without the approval of the Architectural and Landscape Review Committee ever having been obtained as required by this Revived Declaration.

F. After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alternation shall be deemed to comply with all of the provisions of Article IV. hereof unless notice to the contrary shall have been recorded in the Office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, or legal proceedings shall have been instituted to enforce such compliance.

G. The Architectural and Landscape Review Committee may, at any reasonable time, enter and inspect any Building or property subject to the jurisdiction of the Architectural and Landscape Review Committee under construction or in which such agent or Member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

ARTICLE V

SETBACKS AND FREE SPACES OF BUILDINGS

A. No Building, nor any addition to a Building, nor any structure nor object shall be erected, placed, or maintained on any Lot nearer than twenty five (25) feet to the front line of any Lot in said property. In the case of corner Lots, the front line should be that line having the shorter Street dimension.

B. No Building nor any addition to a Building nor any structure nor object shall be erected, placed, or maintained on any Lot nearer than seven and one-half (7-1/2) feet to the side Lot line and fifteen (15) feet to the back Lot line of such Lot.

C. In the case of corner Lots, no Building nor any addition to any Building nor any structure or object shall be erected, placed or maintained on any Lot nearer than seven and one-half (7-1/2) feet to the side Street of any such Lot.

D. All swimming pools shall be installed to Town of Lake Clarke Shores requirements and a permit shall be required and approved by the Town of Lake Clarke Shores building inspector prior to construction or installation. All sanitation requirements of the State of Florida shall be met. Commercial swimming pools are prohibited. All swimming pools shall conform to front and side yard Setback requirements for such Lots. If roofed or enclosed, by screening or otherwise, the outside wall of the enclosure may be a minimum of ten (10) feet from the rear Lot line; and, if not rooted or enclosed, the outside wall of the pool may be a minimum of seven and one-half (7-1/2) feet from the rear Lot line. Unless the pool is entirely screened or enclosed, it must be surrounded by a protective wall or fence four (4) feet in height. A pool adjacent to a canal, lake, or waterway may utilize this water in lieu of a protective wall or fence.

E. Anything in this Article V to the contrary notwithstanding, in the event one Lot, or a portion thereof, and the whole or a portion of a contiguous Lot, or in one ownership, shall be used as one Building site for one residence Building and its appurtenant outbuildings are permitted by this Revived

Declaration, then while so owned and used the side lines and rear line of such site shall, for the purpose of this article V., be deemed to be the side Lot lines and the rear Lot lines of such sites.

ARTICLE VI

AREA IMPROVEMENTS AND CONSTRUCTION MATERIALS, OFF SITE PARKING

A. No single-family Dwelling House having a main living area of less than 1,400 square feet exclusive of porches, terraces, porticoes, patios, utility rooms and garages shall be erected, constructed or maintained on any Lot.

B. No roof design having a minimum roof pitch of less than 4-1/2 x 12 shall be allowed on any main living area or garage to be constructed on the property, all roofs shall be of ~~asphalt shingles cedar shake~~ or cement tile and no tar and gravel roof shall be allowed except on porches located at the rear of the Dwelling House; unless otherwise agreed to be the Architectural and Landscape Review Committee. ~~Asphalt shingles metal roofs and metal hybrid roofs are specifically permitted only with the prior written approval of the Architectural and Landscape Review Committee.~~

C. No Dwelling House shall be erected without providing a garage with a minimum width of 20 feet and a minimum 16 feet wide garage door and a minimum area of 400 square feet and having a concrete driveway connecting said garage with the Street and permitting ingress and egress of an automobile. No unenclosed carports or garages will be allowed. ~~Unattached garages may be allowed only with the prior approval of the Architectural and Landscape Review Committee.~~

D. Exterior colors must be approved by the Architectural and Landscape Review Committee.

ARTICLE VII

LOTS

Not more than one Dwelling House shall be erected, constructed, or maintained upon any one Lot or upon any Building site consisting of one or more Lots, all of one Lot and part of another or of contiguous parts of two Lots which will form an integral unit of land suitable for use as a Building site for a dwelling. No Building site shall consist of less land than is contained in one of the Lots in the block in which such site is located. No re-subdivision shall be permitted except as aforesaid.

ARTICLE VIII

STREETS, EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY AND ADDITIONAL RESTRICTIONS

A. No title to land in any Street is intended to be conveyed, or shall be conveyed to the grantee under any deed, or to the purchaser under any contract of purchase, unless expressly so provided in such deed or contract or purchase.

B. No Dwelling House, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any such easements, reservations or rights-of-way and said corporations and other Persons erecting, constructing, or servicing such utilities and quasi-public utilities, all of whom shall have the right of ingress and egress thereto and therefrom and the right and privilege of doing whatever may be necessary in, under and upon said locations for the carrying out of any of the purposes for which said easements, reservations and right-of-way are reserved or may hereafter be reserved.

ARTICLE IX

SIGNS

No signs or other advertising device or any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said property, except one sign of not more than five (5) square feet in area advertising the property for sale or rent, and signs used by a builder to advertise the property during construction and sales period; ~~provided, however, that any such builder's sign shall be subject to approval of the Architectural and Landscape Review Committee.~~ No political signage of any kind is permitted no matter where placed on a lot or a residence if visible from the street, another Lot, or the common area. Holiday decorations are permitted subject to reasonable rules and regulations promulgated by the Board of Directors.

ARTICLE X

SCOPE, DURATION OF COVENANTS, RESTRICTIONS,

RESERVATIONS, SERVITUDES AND EASEMENTS

A. All of the covenants, restrictions, reservations, servitudes and easements set forth in this Revived Declaration are imposed upon said property for the direct benefit thereof and of the Owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes and easements set forth in this Revived Declaration and agrees to be bound by each such covenant, restriction, reservation, servitude and easement. Said covenants, restrictions, reservations, servitudes and easements shall run with the land and continue to be in full force and effect except as hereinafter provided for a period of twenty (20) years from the date on which this Revived Declaration is recorded.

B. Said covenants and restrictions, reservations, servitudes and easements that are in force on the last day of the twentieth year shall be continued automatically and without further notice from that time for a period of ten (10) years, unless within six (6) months prior to the expiration of the twenty year period a written agreement executed by the then record Owners of Lots in the property subject to this Revived Declaration, having an aggregate area equivalent to not less than fifty (50%) percent of the area of the total number of Lots then subject to this Revived Declaration shall be placed on record in the Office of the Clerk of the Circuit Court of Palm Beach County, Florida, in which agreement any of the covenants, restrictions, reservations, servitudes and easements may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

C. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes and easement as therein modified shall continue in force for a successive period of ten (10) years, unless and until further changed, modified or extinguished in the manner herein provided.

D. Damages are hereby declared not to be not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes and easements of this Revived Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Board, the Architectural and Landscape Review Committee or by an Owner of any Lot in said property.

ARTICLE XI

VIOLATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVICUTES AND EASEMENTS

A. The Result of every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement thereof, whether such covenant, restrictions, reservations, servitude and easement is violated in whole or in part, it is hereby declared to be and to constitute a nuisance, either public, or private, shall be applicable against any such Owner of any Lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

B. Where an action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants, restrictions, reservations, servitudes and easements, the prevailing party in such litigation shall be entitled to all expenses, including reasonable attorney's fees and costs, incurred by said party in such legal proceedings.

ARTICLE XII

RIGHT TO ENFORCE

The provisions contained in this Revived Declaration shall bind and inure to the benefit of and be enforceable by the Association, or by the Owner or Owners of any portion of said property, their legal representatives, heirs, successors and assigns and failure by the Association, or by the Owner or Owners of any portion of the property or their legal representatives heirs, successors or assigns, to enforce any such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter unless otherwise herein provided.

ARTICLE XIII

MEMBERSHIP IN HOMEOWNERS ASSOCIATION

The Owner of each of the Lots subjected to this Revived Declaration shall automatically be a Member of the Estates of Lake Clark Shores Homeowners Association, Inc., a corporation not-for-profit organized under the laws of the State of Florida and such Owner and the parcels of land which he owns shall be subject to the right, privileges, duties, and obligations thereof, and each Lot Owner shall be subject to the Articles of Incorporation and Bylaws of the Association, and to all the rules and regulations adopted by said Association. Such membership in the Association shall not be transferable or assignable except as an incident to the transfer of the ownership or assignment of interest in the property hereby subjected to these protective covenants, restrictions, reservations, servitudes and easements. Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or Articles of Incorporation, and/or any amendments thereto, beyond the date of adoption of this Amendment Lots may not be owned by a corporation, limited liability company, land trust, or any other similar entity, aside from a revocable living trust set up and utilized by the occupant(s) of the Lot for traditional estate planning purposes.

ARTICLE XIV
POWERS AND DUTIES OF THE CORPORATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, this Revived Declaration, the Articles of Incorporation and the Bylaws, all of which shall be exercised by its Board unless the exercise thereof is otherwise restricted in this Revived Declaration; the Bylaws or by law; and the aforementioned powers of the association shall include but not be limited to the following:

A. The power to levy and collect general assessments, special assessments and individual assessments.

B. The power to expend monies collected for the purpose of paying the expenses of the Association.

C. The power to purchase equipment, supplies and materials required in the maintenance, repair, replacement, operation and management of Association Property.

D. The power to insure and keep insured the Buildings and improvements of the Association.

E. The power to employ the personnel required for the operation of the Association and Association Property.

F. The power to pay utility bills for utilities serving Association Property.

G. The power to contract for the management of Association Property and to delegate to its contractor as manager, all the powers and duties of the Association, except those things which must be approved by members.

H. The power to make reasonable rules and regulations governing all of the Plat, and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted.

I. The power to improve the Association Property subject to the limitations as set forth herein.

J. The power to enforce by any legal means, the provisions of the Articles of Incorporation, the Bylaws, this Revived Declaration and the regulations promulgated by the Association.

K. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from Lot, unit or parcel Owners for violations of the provision of this Revived Declaration and related documents.

L. The power to pay all taxes and assessments which are liens against Association Property.

M. The power to control and regulate residential development within the subdivision and to promote, assist and further adequate and proper maintenance of the subdivision and the Lots, units or parcels therein for the benefit of all Owners therein. This provision shall not be deemed to require the Association to maintain any Lot, unit or parcel individually owned.

N. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds and the form of check and the Person or Persons by whom the same shall be signed, when not signed as otherwise provided by the Bylaws.

O. The power to acquire real and personal property for the benefit and use of its members and to dispose of said property in accordance with this Revived Declaration and related documents.

P. The power to enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind, to provide for the maintenance, operation, repair and upkeep of the Association's property and of any facilities on lease to the Association or otherwise provided for

the Association member's usage. Said contract may provide the total operation of said managing agent, firm or corporation shall be at the cost of the Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee ~~either stated as a fixed fee or as a percentage of the total costs of maintenance, operation, repair and upkeep or of the total funds of the Association handled and managed by the managing agent.~~ Such fee, if any, shall be another of the management function costs to be borne by the Association, unless the contract provided to the contrary.

Q. The power to establish the office of additional officers of this Association and to appoint all officers.

R. The power to possess, employ, and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey and deal in real and personal property.

ARTICLE XV DISSOLUTION OF THE ASSOCIATION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of the Association properties shall be effective to divest or diminish any right or title of any Member vested in him under the recorded covenants and deeds applicable to him unless made in accordance with the provisions of such covenants and deeds.

ARTICLE XVI ASSESSMENTS AND LIENS

A. The Board shall fix and determine, from time to time, the sums necessary and adequate for the expenses of the Association.

B. Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of Association Property, utilities, cost of carrying out the powers and duties of the Association, all insurance and extended coverage, and any other expenses designated from time to time by the Board. The Board is specifically empowered, on behalf of the Association, to make and collect Assessments. Funds for the payment of expenses shall be assessed against the Lot Owners equally. Special assessments, should such be required by the Board, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board.

C. The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray expenses and to provide and maintain funds to cover current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, additional improvements, or operations); betterments, which shall include the funds to be used for capital expenditures, additional improvements or additional property that will be a part of the Association Property; reserves for depreciation; and operations, the amounts of which may be provide working funds or to meet losses.

D. The Board shall have the power to collect Assessments in monthly installments. If a Lot Owner shall be in default in the payment of an installment upon any Assessment, the Board may accelerate the remaining installments for the fiscal year upon notice thereof to the Lot Owner and, thereupon, the unpaid balance of the Assessment shall become due upon the date stated in the notice but not less than fifteen (15) days after delivery of or the mailing of such notice to the Lot Owner.

E. Each of the Lots in the subdivision is hereby made subject to a lien and permanent charge in favor of the Association for annual Assessments or charges, and each Lot hereafter made subject to this Revived Declaration shall automatically be subject to said lien and permanent charge. Any and all of the Assessments or charges, together with interest thereon, if any, shall constitute a permanent charge upon and a continuing lien on the Lot to which such Assessment relates and such permanent charge and lien shall bind such Lot in the hands of any and all persons. Said lien shall be subordinate only to any mortgage given to an Institutional Mortgagee as hereinafter defined.

F. ~~In the event that any Assessment shall not have been paid within thirty (30) days of the due date, the Association or its manager or agent shall send a notice of intent to lien by certified mail to the delinquent member. In the event that any Assessment shall not have been paid within forty-five (45) days of the receipt of said delinquency notice, the Association may be permitted to record a Claim of Lien to be filed with the Clerk of the Circuit Court of Palm Beach County, Florida. When necessary, on receive of payment of a delinquent Assessment, a satisfaction of lien shall be executed and recorded. In the event that any Assessment continues to remain in default for forty-five (45) days after recording a Claim of Lien, then the Association shall pursue its remedies at law or in equity to foreclose its lien in same manner as provided in Chapter 85 and 720 of Florida Statutes. In any proceeding to enforce such lien, the Association shall be entitled to recover its costs of the proceedings and such reasonable attorney's fees as may be determined by the Court.~~

Collection. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days, the Association may charge such Owner late fees, plus interest at the highest rate permitted by the laws of Florida, on the amount owed to the Association. Such interest shall accrue from the due date of the Assessment, or the monies owed. In the event any Owner fails to pay any Assessment, Special Assessment or other monies due to the Association within fifteen (15) days of the date when due, the Association may take any action deemed necessary in order to collect such Assessments, Special Assessments or monies including, but not limited to, retaining the services of an attorney to collect such Assessments, Special Assessments or monies, initiating legal proceedings for the collection of such Assessments, Special Assessments or monies, recording a claim of lien as hereinafter provided, and foreclosing same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Association for all costs and expenses incurred by the Association incident to the collection of any Assessments, Special Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to, reasonable attorneys' fees, and attorneys' fees and costs incurred on the appeal of any lower court decision, reasonable administrative fees of the property management company and the Association, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments, Special Assessments or monies owned to it; and if the Association becomes the Owner of any Lot by reason of such foreclosure, it shall offer such Lot for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments, Special Assessments or monies due it. All payments received by the Association on account of any Assessments, Special Assessments or monies owed to

it by any Owner shall be first applied to payments and expenses incurred by the Association, then to interest, then to any unpaid Assessments, Special Assessments or monies owed to the Association in the inverse order that the same were due.

Lien for Assessment, Special Assessment and Monies Owed to Association. The Association shall have a lien on all property owned by an Owner for any unpaid Assessments (including any Assessments which are accelerated pursuant to this Declaration), Special Assessments or other monies owed to the Association by such Owner, and for interest, reasonable attorneys' fees incurred by the Association incident to the collection of the Assessments, Special Assessments and other monies, or enforcement of the lien, for reasonable administrative fees incurred by the Association, and for all sums advanced and paid by the Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. To give public notice of the unpaid Assessment, Special Assessment or other monies owed, the Association may record a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Lot(s), and name of the Owner, the amount then due, and the due dates. The lien is in effect until all sums secured by it (including sums which became due after the recording of the Claim of Lien) have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

Transfer of a Lot after Assessment. The Association's lien shall not be affected by the sale or transfer of any Lot. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, Special Assessments, interest, and other costs and expenses owed to the Association which are attributable to any Lot purchased by or transferred to such new Owner.

G. Where an Institutional Mortgagee, as defined herein, obtains title to the unit as the result of foreclosure of the mortgage, or as the result of a conveyance in lieu of foreclosure of the mortgage, such Institutional Mortgagee acquirer of title, its successors and assign, shall not be liable for the share of Common Expenses, or Assessments by the Association pertaining to such Lot, or chargeable to the former Owner of such Lot which became due prior to the acquisition of title in the manner above provided, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed a Common Expense collectable from all of the Lot Owners, including such acquirer, its successors and assign.

Institutional Mortgagee means a bank, bank holding company or subsidiary thereof, savings and loan association or holding company or subsidiary thereof, insurance company, union pension fund, mortgage company or agency of the Unit States Government or profit sharing plan, holding a first mortgage on a Lot or any portion thereof, which mortgage is recorded in the public records of Palm Beach, County, Florida.

In the event of a foreclosure of such first mortgage by an Institutional Mortgagee, such Institutional Mortgagee first mortgagee taking title to a Lot as a result of being the successful high bidder at a foreclosure sale, or any such first mortgagee acquiring a deed in lieu of foreclosure shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure sale as well as and in addition to the "safe harbor" payment as set forth in Fla. Stat. §720.3085(2)(c), as amended. Furthermore, any third-party purchaser at any such mortgage foreclosure sale, not including and aside from any such Institutional Mortgagee, shall take title to a Lot subject to all outstanding unpaid

Assessments due the Association including without limitation those unpaid Assessments accruing prior to the mortgage foreclosure sale subject to any applicable statute of limitations as pertaining to the collection of such unpaid Assessments.

H. Only as involving all new Owners who take title to a Lot subsequent to the adoption of this Amendment, at the time of closing and conveyance of title of a Lot the new Owner of a Lot shall pay to the Association a contribution to a working capital fund of the Association an amount equal to two (2) months of the yearly Assessments for Common Expenses chargeable to such Lot as a one-time capital contribution to the Association, which shall be in addition to the Owner's responsibility as involving regular and special assessment obligations as such comes due. The working capital contribution shall be used by the Association as the Association shall determine from time to time and need not be restricted nor accumulated. For purposes of this Section the term "conveyance of title" shall mean the transfer of the record legal title of a Lot by deed or other means of title conveyance, with or without valuable consideration and shall also refer to a transfer of possession and beneficial owners by means of agreement for deed. Notwithstanding the foregoing, however, the following conveyances shall be exempt from payment of this working capital contribution: (a) an intra-family conveyance made by a Lot Owner to one or more of his or her immediate family members, which immediate family members shall be defined as such Owner's parents, children, grandchildren, siblings or spouse; (b) any conveyance between one co-Lot Owner to another co-Lot Owner; (c) any conveyance to a trustee or the Lot Owner's spouse without a change in occupancy, solely for estate planning or tax purposes; and (d) conveyance of title pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

ARTICLE XVII **ARBITRATION**

~~Any dispute hereunder shall be submitted to arbitration under the rules of the American Arbitration Association or its successor in effect at the time a demand for arbitration is made. Any decision in arbitration may be filed in the Circuit Court Clerk's Office of Palm Beach County, Florida as a judgment, and shall be exclusive, final and binding on the parties to the arbitration.~~

ARTICLE XVIII **RIGHTS AFFORDED UNIT OWNERS AND MORTGAGEES**

A. Availability of Documents. The Association shall be required to make available to unit Owners and lenders, and to holders, insurers or guarantors of any first mortgage current copies of the Revived Declaration, Bylaws, other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

B. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

1. Any condemnation, loss, or any casualty loss which affect a material portion of the Subdivision or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
2. Any delinquency in the payment of Assessments or charges owed by an Owner of a unit subject to a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or grantor, which remains uncured for a period of sixty (60) days;

3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

C. Rights of Mortgagee. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the performance by the individual Lot Owner of any obligation under the Revived Declaration which is not cured within sixty (60) days. In addition, first mortgagees of units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any common property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such common property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XIX **CARE OF COMMON AREAS**

The care, maintenance, repair and replacement of the Common Area including but not limited to the water management tracts and recreational facilities are the responsibility of the Association and shall be a common expense. The town of Lake Clarke Shores shall not be responsible for such items of responsibility or the cost thereof.

ARTICLE XX **HEADINGS AND PARAGRAPHS**

The headings of the paragraphs are inserted only as a matter of convenience and for reference, and in no way are, or are they intended to be, part of the Revived Declaration, or in any way define, limit or describe the scope of intent of the particular Section or paragraph to which they refer.

ARTICLE XXI **THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE**

A. In the event any clause, subdivision, term, provision or part of the Revived Declaration should be adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Revived Declaration as adjudicated to be invalid or unenforceable the remainder of the Revived Declaration shall remain in full force and effect and each and all of the paragraphs, subdivisions, terms, provisions, or parts of this Revived Declaration are hereby declared to be severable and independent of each other.

B. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this Revived Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

ARTICLE XXII **EASEMENTS AND PROPERTY RIGHTS IN THE COMMON PROPERTY**

Easement Grants: The following easements are hereby granted and/or reserved over, across and through the Property.

a) Easements for the installation and maintenance of utilities are granted as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, planting or other material, (other than sod) which may interfere with the installation and maintenance of underground utility facilities, shall be placed or permitted to remain, unless

such structure, planting or other material was installed by the Association and/or approved by the Association. The Association (or such other entity as is indicated on the plats) is hereby granted access to all easements within which such underground facilities are located for the purpose of operation, maintenance and replacement thereof.

b) Easements for the installation and maintenance of water management and/or drainage facilities are granted to the Association, and/or other entities as shown on the recorded subdivision plats of the Property. Within these easement areas, no structure, 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 drainage channels shall be placed or permitted to remain unless such structure, planting or other material was installed by the Association and/or approved by the Association. The Association (and any other entity indicated on the plats) shall have access to all such drainage easements for the purpose of operation and maintenance thereof. The Association shall have the right to contract for the maintenance of the water management and/or drainage facilities with an established water management or water control district, or with any other party.

c) The Common Area is hereby declared to be subject to a perpetual nonexclusive easement in favor of the Association, employees and agents of the Association, and of any management entity contracted by the Association, in order that such employees, agents and management entity may carry out their duties.

d) Easements are hereby reserved throughout the Property by the Association for its use and the use of its agents, employees, licensees and invitees, for all purposes in connection with the maintenance of the Property.