

**MAINLANDS SECTIONS 1 AND 2 CIVIC ASSOCIATION, INC.**

4301 MAINLAND DRIVE  
TAMARAC, FL 33319



**MYMAINLANDS1-2.ORG**

**DECLARATION  
OF  
RESTRICTIONS**

Revised December 2020

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**MAINLANDS SECTIONS 1 AND 2 CIVIC ASSOCIATION, INC.**

**DECLARATION OF RESTRICTIONS**

**RESOLUTION OF AMENDMENT AND  
RESTATEMENT OF DECLARATION OF RESTRICTIONS**

BE IT RESOLVED that the Declaration of Restrictions recorded in Official Records Book 3445, Page 67, as amended by the Certificate of Amendments of Declaration of Restrictions recorded on May 18, 1986 in Official Records Book 9640, Page 438, as amended by the Certificate of Amendments of Declaration of Restrictions recorded on May 9, 2006 in Official Records Book 41983, Page 1790, each of the Public Records of Broward County, Florida, relating to:

THE MAINLANDS OF TAMARAC LAKES, according to the plat thereof recorded in Plat Book 64, at page 1 of the Public Records of Broward County, Florida; and

Together with the following described tract of land, situate, lying and being in Broward County, Florida, to-wit:

A portion of Tract 11 of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, township 49 South, Range 41 East, as recorded in Plat Book 4, page 31 of the Public records of Broward County, Florida, more particularly described as follows: Beginning at the Southeast corner of said Tract 11; thence N 89° 15' 42" W along the South line of said Tract 11, a distance of 533.62 feet to a point of curve; thence Northerly along the arc of a circular curve to the right, having a radius of 210 feet, an arc distance of 448.75 feet to a point of compound curve; thence continuing Northerly along the arc of a circular curve to the right, having a radius of 6,617.44 feet, an arc distance of 591.24 feet to a point of tangency; thence N 38° 17' 30" E, a distance of 543.66 feet to a point of a curve; thence easterly along the arc of a circular curve to the right, having a radius of 210 feet, an arc distance of 29.99 feet to a point on the east line of said Tract 11; thence S 0° 11 58" E, along the East line of said Tract 11, a distance of 1,260.38 feet to the point of the beginning; hereinafter referred to as THE MAINLANDS OF TAMARAC LAKES, SECOND SECTION according to the plat thereof recorded in Plat Book 65, Page 38 of the Public Records of Broward County, Florida.

is hereby amended and restated, and the same is set forth in its entirety, as amended and restated, as the Restatement of the Declaration of Restrictions pertaining to the aforesaid lands, as follows:

TO: THE PUBLIC

RESTATEMENT OF THE DECLARATION OF RESTRICTIONS RELATING TO:

A portion of Tract 11 of FORT LAUDERDALE TRUCK FARMS SUBDIVISION of Section 13, Township 49 South, Range 41 East, as recorded in Plat Book 4, page 31 of the Public records of Broward County, Florida, more particularly described as follows: Beginning at the Southeast corner of said Tract 11; thence N 89° 15' 42" W along the South line of said Tract 11, a distance of 533.62 feet to a point of curve; thence Northerly along the arc of a circular curve to the right, having a radius of 210 feet, an arc distance of 448.75 feet to a point of compound curve; thence continuing Northerly along the arc of a circular curve to the right, having a radius of 6,617.44 feet, an arc distance of 591.24 feet to a point of tangency; thence N 38° 17' 30" E, a distance of 543.66 feet to a point of a curve; thence easterly along the arc of a circular curve to the right, having a radius of 210 feet, an arc distance of 29.99 feet to a point on the east line of said Tract 11; thence S 0° 11' 58" E, along the East line of said Tract 11, a distance of 1,260.38 feet to the point of the beginning; hereinafter referred to as THE MAINLANDS OF TAMARAC LAKES, SECOND SECTION according to the plat thereof recorded in Plat Book 65, Page 38 of the Public Records of Broward County, Florida.

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**INTRODUCTION**

The purpose of this Declaration of Restrictions is to provide various use and maintenance requirements and restrictions in the best interest of the owners of dwellings within the Property, to protect and preserve the values of the Property. The Declaration of Restrictions also provides for an Association which will own, operate and/or maintain various portions of the Property and improvements constructed within the Property, will have the right to enforce the provisions of this

Declaration of Restrictions, and will be given various other rights and responsibilities. The expenses of the Association will be shared by the owners of the Property, who will be Members of the Association.

THEREFORE, the Property, as herein defined, shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth herein, all of which are created in the best interest of the owners and residents of the Property, and which shall run with the Property and shall be binding upon all persons having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Property, or any portion thereof. Please refer to chapter 720 of the Florida Statutes to confirm its applicability to the Association and Community.

## **ARTICLE I - DEFINITIONS**

As used in Articles I - XI of the Declaration of Restrictions the following words shall have the following intended meanings:

- (1) **Assessment** means a sum or sums of money payable to The Mainlands Sections 1 and 2 Civic Association, Inc. by the owner(s) of one or more parcels as authorized in the governing documents, which if not paid by the owner of a Parcel, can result in a lien against the Parcel. Maintenance payments are considered assessments.
- (2) **Association or Civic Association, or the Homeowners' Association** means Mainlands Sections 1 and 2 Civic Association, Inc., a not-for-profit Corporation. It is responsible for the operation of the Community in which the voting membership is made up of Parcel Owners, and in which membership is a mandatory condition of parcel ownership. The Association is authorized to impose assessments that, if unpaid, may become a lien on the Parcel.
- (3) **Board or The Board or The Board of Directors** includes all Officers and Directors of The Mainlands Sections 1 and 2 Civic Association, Inc.
- (4) **Common Area** means all real property and improvements thereon owned by the Association, which is dedicated for use by the Association or its Members.
- (5) **Community** means the real property that is subject to the Declaration of Restrictions, which is recorded in Broward County.
- (6) **Declaration of Restrictions or Declaration of Covenants or Declaration** means the recorded written instrument in the nature of covenants running with the land which subjects the land comprising the community to the jurisdiction and control of the Mainlands Sections 1 and 2 Civic Association, Inc. in which the owners of the parcels must be members.
- (7) **Governing documents** means:
  - a. The recorded Declaration of Restrictions and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and
  - b. The Articles of Incorporation and the Constitution and Bylaws (herein sometimes referred to as the Bylaws) of The Mainlands Sections 1 and 2 Civic Association, Inc., and any duly adopted amendments thereto; and
  - c. Such Rules and Regulations as are duly passed by the Board.

- (8) **Investor** means an entity, such as an LLC/Corporation, whose intent is to make a profit by purchasing a home, making any necessary improvements and “flipping”/reselling the home as quickly as possible.
- (9) **Lease or Rent** means a written contract by which the owner conveys a property for a specified term and for a specified rent; said rent to be of whichever form, such as, but not limited to: money, valuables, services, payment of the maintenance or utility expenses for the Lot or Unit, etc.
- (10) **Legal Heir** means a Natural Person or any other entity who inherits a property through any legal means.
- (11) **Lot** refers to any portion of the Property (and a subdivided lot of record) upon which it is intended that a Unit or Home shall be constructed and which is zoned or shown on any applicable site or plan as being intended for residential use. Each Lot shall be a Residential Lot.
- (12) **Member or Parcel Owner or Owner** means a recorded Owner of legal title to a parcel in The Mainlands of Tamarac Lakes or in The Mainlands of Tamarac Lakes, Second Section.
- (13) **Member in Good Standing**, means a **Member** whose payments of all maintenance assessments and all other assessments levied by the Declaration or by the Board are current.
- (14) **Natural Person** – a legal term meaning an individual, not a bank, corporation, or trust.
- (15) **Parcel** means a platted lot, tract, unit, or other subdivision of real property, as described in the Declaration:
- a. which is capable of separate conveyance (the action of transferring to an individual, individuals, or an entity or entities); and
  - b. of which the Parcel Owner(s) is/are obligated:
    1. by the Governing Documents to be a Member of the Association that serves the community; and
    2. to pay to the Homeowners’ Association assessments which, if not paid, will result in a late fee and/or a lien.
- (16) **Property** shall mean the real property that is subject to the Declaration of Restrictions, which is recorded in Broward County.
- (17) **Unit, Home or House** shall mean and refer to any building or structure or improvement intended for residential use.
- (18) **Voting interest** means the voting rights given to the members of the Mainlands Sections 1 and 2 Civic Association, Inc., pursuant to the governing documents.

## **ARTICLE II - ASSOCIATION**

- (1) **Purpose.** For the purpose of insuring the development and maintenance of the Property and in order to provide for an aesthetically pleasing environment for the health, safety, welfare and quiet enjoyment of the Owners and occupants of the Property, Mainlands Sections 1 and 2 Civic Association, Inc. has been duly formed as a Florida corporation not-for-profit. The Mainlands Sections 1 and 2 Civic Association, Inc. has, by virtue of various assignments, undertaken the obligation and assumed the rights relative to the administration and enforcement of this Declaration of Restrictions.
- (2) **Articles.** The Association has been incorporated and operates pursuant to its Articles of Incorporation, and any duly filed amendments thereto, which have been filed with the State of Florida. No amendment to the Articles of Incorporation for the Association shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Articles of Incorporation for the Association which are not inconsistent with this Declaration, except as specifically provided herein.
- (3) **Bylaws.** The Association also operates pursuant to its Bylaws, and any duly approved amendments thereto, which have been duly recorded in the Public Records of Broward County, Florida. No amendment to the Bylaws shall be deemed an amendment to this Declaration, and this Declaration shall not prohibit or restrict amendments to the Bylaws which are not inconsistent with this Declaration, except as specifically provided herein.
- (4) **Powers of the Association.** The Association shall have all of the powers indicated or incidental to those contained in its Articles of Incorporation and Bylaws. In addition, the Association shall have the power to enforce this Declaration and shall have all of the powers granted to it by this Declaration. By this Declaration, the Property is hereby submitted to the jurisdiction of the Association.
- (5) **Approval or Disapproval of Matters.** Whenever the approval, consent or decision of the Members is required for any matter pursuant to this Declaration, the Articles of Incorporation, or the Bylaws, such approval, consent, or decision shall be made by a majority of the votes of the Members present in person or by proxy at a duly called meeting of the Association at which a quorum exists, in accordance with the Articles of Incorporation and the Bylaws, except for matters where a greater voting requirement is specified, or matters which, pursuant to Florida Statutes, require a lesser voting requirement, or matters for which the use of proxy is precluded by law.

- (6) **Acts of the Association.** Unless the approval or action of the Members and/or a specific percentage of the Board is specifically required by this Declaration, the Articles of Incorporation or Bylaws, or by applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Members, and the Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.
- (7) **Management and Service Contracts.** The Association shall have the right to contract for professional management or services on such terms and conditions as the Board deems desirable in its sole discretion, provided, however, that any such contract shall not exceed three (3) years and shall be terminable by either party, without cause and without payment of a termination or penalty fee, on ninety (90) days or less written notice.
- (8) **Membership.** All recorded property owners in The Mainlands of Tamarac Lakes or in The Mainlands of Tamarac Lakes, Second Section, shall be members of the Association. Membership as to each Lot shall be established, and transferred, as provided by the Articles of Incorporation and the Bylaws for the Association.

### **ARTICLE III – USE RESTRICTIONS RELATED TO PROPERTY OCCUPANCY AND OWNERSHIP**

#### **(1) OCCUPANCY OF LOTS:**

- A. Residential Use.** All Lots in the plat of THE MAINLANDS OF TAMARAC LAKES and all Lots in the plat of THE MAINLANDS OF TAMARAC LAKES, SECOND SECTION, and all Lots enlarged or recreated by the shifting of location of side property lines, are restricted to the use of a single family, its household, caregivers and guests. Only one residence building may be built on each Lot.
- B. Occupancy Restrictions.** Occupancy of each Lot is restricted to a maximum of four (4) persons.
- C. Age Limitation on Occupants.** Mainlands Sections 1 and 2 Civic Association, Inc. is designed and intended as a community for older persons to provide housing for persons who are fifty-five (55) years of age or older. Therefore, no Lot shall, at any time, be occupied by children who are under eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily



occupy a Lot for periods not in excess of thirty (30) cumulative days in any twelve month period. No occupancy of any Lot by an individual between the ages of eighteen (18) and fifty-five (55), in excess of thirty (30) cumulative days in any twelve month period, shall be permitted, unless an individual fifty-five (55) years of age or older also occupies said Lot jointly and continuously with said occupant who is between the ages of 18 and fifty-five (55) years of age.

**D. Occupancy by Person 55 or Older Necessary-** A person who is between the ages of eighteen (18) and fifty five (55) years of age is not permitted to occupy the property more than thirty (30) cumulative days in any twelve month period without at least one approved occupant 55 years or older continuously living in the home. Securing approval of the Association for an individual 55 years or older to meet this requirement, when, in fact, such individual does not intend to continuously reside in the home shall be grounds to revoke the Association approval.

Notwithstanding the restrictions above, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of eighteen (18) and fifty-five (55) to occupy a Lot in the community in the absence of an occupant 55 years of age or older, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Lots in the community having less than one occupant fifty-five years (55) of age or older, it being the intent that at least 80% of the Lots shall have at all times at least one occupant fifty-five(55) years of age or older. The Board shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of fifty-five (55) years of age or over occupancy are maintained at all times.

Notwithstanding the aforesaid, occupants must vacate a property due to the birth of a child or if they enter into an adoptive, foster or guardianship contract which would necessitate the addition of occupants who are under the age of eighteen years.

The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a Lot by any person(s) who would thereby create a violation of the aforesaid percentages of 55 and older age occupancy.

**E. Visitation Restrictions for Children.** It shall be presumed, that the occupancy of any Lot by any person under the age of eighteen (18) for more than thirty (30) cumulative days during any twelve (12) month period is in violation of the age limitation restriction.

**(2) OWNER'S RESPONSIBILITY IN SALE, RENTAL AND OCCUPANCY OF HOME**

- A. Owner's Responsibility.** In order to ensure that Mainlands Sections 1 and 2 Community maintains the required 80% occupancy of one person fifty-five (55) years of age or over in a household, it is the Lot Owner's responsibility to ensure that the sale, rental or lease or other occupancy of a Home adheres to the conditions defined in III, 1- C and D, above.
- B. Required Notice to Board of Sale, Rental or Occupancy.** The Board of the Association must be notified immediately by the Owner of the pending sale, rental, or leasing of the Home. The Board shall be notified immediately of any other occupancy of the Home which is not a sale, rental or leasing of the Home but which is intended to last thirty days or more (such as visitors, family, or additional occupants).

**(3) APPROVAL OF OCCUPANCY**

- A. Notice To Prospective Occupant.** The Owner must advise the prospective occupant that Mainlands Sections 1 and 2 qualifies as housing for older persons only. The Association requires that the prospective occupant submit an Application for Approval of Residency to the Screening Committee with written proof of his or her age and date of birth accompanied by a photo ID such as Driver's License, Passport, or State ID. An administrative charge will be made at the time the application is processed.
- B. Written Approval of All Occupants.** All occupants intending to stay in Home on a Lot in excess of thirty (30) cumulative days per twelve month period, must seek and obtain the prior written approval of the Board, and be screened by the Board, before commencing such occupancy. Occupants originally not intending to stay in a Home on a Lot in excess of thirty (30) cumulative days per twelve month period, but whose occupancy continues longer than originally intended, must seek and obtain the written approval of the Board, and be screened by the Board, before continuing occupancy beyond the thirty (30) days.
- C. Screening Committee.** The Officers and Directors of the Association shall act as a Screening committee. The Screening Committee shall determine if the prospective Lot owner, renter or lessee, or other occupant of the Lot, for which an application has been submitted and approval of occupancy is sought, conform to the requirements as specified in the Governing Documents of Mainlands Sections 1 and 2 Civic Association, Inc.

**D. Written Application.** All prospective purchasers or owners of a Lot and all prospective occupants of a Lot must be identified by name on the application submitted to the Association, and appropriate information as requested on the Application Form must be supplied for all prospective purchasers, owners and occupants. A non-refundable charge for the cost of background investigations and a non-refundable transfer fee to offset the cost to the Association of the approval and screening process will be charged by the Association and payment for the same shall be included with the application submitted to the Association.

**E. Background Investigation.** The Screening Committee may engage the assistance of an outside agency to perform background investigations, which may include, but are not necessarily limited to, a criminal background check and a credit history check, on all applicants for ownership or occupancy of a Lot in Mainlands Sections 1 and 2 Community. The Association will charge for the cost of background investigations as specified above which may be in addition to a charge for a transfer fee to offset the cost of the approval and screening process.

More specifically, acceptance of the applicant(s) will be determined by:

- 1) Proof that the applicant satisfies the age limitation restriction.
- 2) Current income information and current employment information.
- 3) A credit history, which determines that the applicant does not represent a potential burden to the Association.
- 4) A background check to insure the safety and well being of Members of the Community.
- 5) Confirmation that the applicant agrees to uphold and abide by the Constitution and Bylaws and Declaration of Restrictions.
- 6) Such other information as the Association may reasonably require as determined by the Board and as may be changed from time to time by motion and approval of the Board.

#### **(4) ORIENTATION/WELCOMING COMMITTEE**

A. The Board President may appoint a three or more member Orientation/Welcoming Committee. Members of the Orientation/Welcoming Committee will meet with potential buyers to familiarize them with the rules and regulations of the Association once the buyers have been screened successfully. The Committee will obtain written documentation from the buyers that the potential buyers understand and will abide by the rules and regulations of the

Association. They will advise the buyers of the services (irrigation, lawn mowing, amenities, etc). They will provide a Certificate of Approval to the buyers once the orientation is complete.

- B. Previously approved occupants need to be screened again if they return to the community.

#### **(5) INVESTORS**

Any purchaser of a Lot who is not a natural person, and/or who is purchasing the Lot purely for investment purposes and does not intend to occupy said Lot, shall be required to pay the Association six (6) months of the then current regular monthly assessments at the time of the closing on the Lot. This payment shall be applied to the first six months of assessments due on the Lot subsequent to the closing. The continuing assessments due will be paid in advance in six month increments. Such payments shall be due no later than the first day of the month beginning each six month period.

#### **(6) RENTAL/LEASE**

- A. **No Rental For First Two Years.** No Home may be rented or leased during the first two (2) years of ownership.
- B. **No Sub-Rentals.** No rented or leased Home may be sub-rented or sub-leased.
- C. **Frequency of Renting.** No Home may be rented more than twice during a twelve month period.
- D. **Legal Heirs and Two Year Rental Limitation.** Legal heirs will not be bound by the two (2) year ownership requirement. At the time of inheritance, they may rent or lease property to occupants who are fifty-five (55) years of age or older. Both legal heirs and prospective renters must be screened and heirs must provide supportive documentation regarding inheritance. Legal heirs must be screened at the time they first occupy the Lot.

#### **(7) PURCHASER'S RESPONSIBILITY RE: CASH AT CLOSING**

Purchaser pays 3% of purchase price in cash at closing or such greater percentage as may be set by the Board of Directors from time to time. No first mortgage may be greater than 97% of the purchase price of the property. Any mortgage over that amount is invalid. A copy of the purchase contract reflecting the amount of the down payment shall be provided to the Board at the time of the application.

The only exception to this rule is a loan provided by the United States Department of Veterans Affairs (a VA loan).

## **ARTICLE IV – OTHER USE RESTRICTIONS RELATED TO PROPERTY**

### **(1) OUTBUILDINGS (SHEDS)**

- A. All shed installations must be approved by the Board. Sheds that are allowed without a permit from the City of Tamarac are as follows: They must be less than 100 cubic feet and not more than 6 feet in height. For example- a shed that is 4 ft x4 ft by 6 ft is 96 cubic feet. When installed the shed must be anchored and securely attached to the side or back of the house. (No shed is permitted in front of the house). Only one utility shed is permitted per property in residential districts.
- B. No occupancy of outbuildings on a Lot is permitted.

### **(2) NO TRADE, BUSINESS OR PROFESSION, ETC.**

No trade, business, profession or any other type of commercial activity shall be conducted on any Property, with the exception of the recreation areas and the buildings thereon specified. However, nothing herein contained shall be construed to prohibit a Lot Owner from hiring contractors or other service personnel to perform repairs, maintenance, installation and alterations within or to the exterior of his or her Home. It is the intent hereof that no lot or structure within the Property, with the exception of the recreation areas and the buildings thereon specified in Article V, shall be used in connection with any non-residential purpose, temporarily or permanently.

### **(3) LAWNS, LANDSCAPING, AND UPKEEP OF PROPERTY**

- A. Yard Areas. Except as stated in Section B of this Article, all front yard and rear yard areas of Lots shall be grassed and kept as a lawn, which shall extend to the pavement line in connection with front yards and the rear Lot line in connection with rear yards.
  - 1. A front yard area is hereby defined as the yard area of a Lot from the front building wall and a line extension thereof to the side lot lines to the pavement line in the front of the Lot.
  - 2. A rear yard area is hereby defined as the yard area of a Lot from the rear building wall and a line extension thereof to the side lot lines to the property line in the rear of the lot. Corner lots shall have two front yard areas, one on the front of the Lot and the second on the yard adjacent to the intersection thoroughfare.

- B. Fences, Hedges, Trees, Shrubs, etc. No fence or hedge shall be constructed or planted on any Lot. Owners, (and tenants and occupants with approval of the owner) are permitted to plant trees, shrubs and to have flowerbeds on their property. Trees, shrubs and flowerbeds must be planted far enough apart and maintained in height and width to allow for the free movement of lawn mowers and sprinkler lines and must not obstruct vision of motorists.

It is the responsibility of owners, tenants and occupants in tending to plants, trees shrubs and flowerbeds to insure that the easement requirement is adhered to. (See your property survey for easement requirements.) It is incumbent upon the owner of the property to notify utility providers (FPL, phone, cable, city utilities such as water) and the Office (in regard to irrigation lines) before the planting or removal of trees occurs so that areas where underground cabling or wiring exists may be identified by service workers.

In the event that the Board determines that the lawn on a Lot is of such a condition so as to render it not serviceable by the Association, the Owner shall be provided a thirty (30) day written notice to correct the situation. If the condition is not resolved to the satisfaction of the Board within the time period designated, the Association may cease providing such services until the Owner complies. Fines may be imposed as per Article VIII (3). No abatement of assessments occurs during a period of suspension of services. The Association shall not be responsible for damages to landscaping placed on the Lot by the Owner, tenant or occupant.

- C. Upkeep of Lots/ Property. It shall be the responsibility of all Owners, (full time and part time residents) to insure the upkeep, safety, and appearance of their Lots in order to maintain the aesthetic quality of our Community. The term “upkeep” is meant to include, but not be limited to:
1. The cleanliness of roofs and driveways. The presence of dirty roofs and driveways, if neglected, will be reported to Tamarac Code Enforcement for further action.
  2. Exteriors of homes. The exteriors of homes shall be kept in good repair, including but not limited to removing mildew on exterior walls and repainting the exterior as necessary.
  3. The removal of:
    - a. weeds, other growth not intended as part of plantings done by an owner,

- b. debris on the property, including debris on driveways and in carports.
- c. trimming of trees, bushes and hedges to avoid overgrowth,
- d. removal of tree branches and palm fronds which fall and interfere with lawn maintenance.

Written notice from the Board shall be given to an owner if there is evidence of neglect so that corrective action may be taken within 30 days. Failure by an owner to remedy the specifics given in the written notice within 30 days may subject the owner to a fine.

- D. Driveways. All driveways shall be poured concrete or similar hard surface material, such as, but not limited to: ceramic tiles, brick-like pavers, etc., uninterrupted from side to side. Any changes to original driveways must be approved by the Board and owners must get necessary city of Tamarac permits as well. No gravelled or concrete-ribbon driveways are permitted except as previously approved (grandfathered in) by the Board of Mainlands Sections 1 and 2 Civic Association, Inc.

**PARKING - VEHICLES, BOATS AND/OR TRAILERS:**

- A. The parking of all motorized vehicles must be upon concrete or paved areas at all times. However, from 2 a.m. to 6 a.m., parking of vehicles of any kind upon public right-of-way is prohibited by the City of Tamarac. (No overnight parking in street). Parking of any vehicle on the grass at any time is strictly prohibited, as this is hazardous to lawns and sprinkler systems. Moreover, there shall be no horizontal parking permitted in the driveway as this requires the motorized vehicle to drive over the lawn and, often, the sprinkler system.
- B. No vehicle shall display any type of commercial sign, except the make, model and dealer of such vehicle provided that the same are an integral part of such vehicle design and attached to such vehicle in the ordinary course of the manufacturer's or dealer's business. In any event no vehicle shall be used for active advertising of an existing or previous enterprise.
- C. Pick-up trucks and vans are restricted to three-quarter ton or less load capacity rating. Personal vehicles exclude campers, motor homes, delivery trucks, parcel vans and converted buses.

- D. The parking or storage of boats and/or any trailers upon the Property is prohibited unless such boats and/or trailers are completely garaged on a Lot and hidden from view. A Violator's Boat/Trailer will be towed. The owner of the vehicle as well as the Owner of the respective Lot, whether the boat or trailer is owned by the Owner of the Lot, or by the tenant, guest or other occupant of the Lot, will be liable for towing and storage fees.
- E. Recreational motor vehicles, trailers, automobiles or trucks with a permit may be parked for a period of time not exceeding five (5) consecutive days in any three (3) month period in the parking area adjacent to the Administration Building unless there has been prior written approval by the Board for a longer period of time. A valid parking permit must be obtained from a current Board member or a person designated by the Board to issue parking permits. Parking permits are not to be construed as permission to live in the parked vehicle in any fashion. Permits must be clearly displayed on vehicles at all times. Any vehicle or trailer found to be in violation of this Article is subject to towing at vehicle owner's or trailer owner's expense.

#### **CLOTHES DRYING**

Outdoor clothes drying activities are hereby restricted to the rear yards and, in the case of corner lots, to that portion of the rear yards, thereof which is more than twenty-five (25) feet from the street right-of-way. All laundry shall be removed within a reasonable length of time after drying, and all lines shall be retracted or removed. Permanent lines, such as steel lines, are prohibited.

#### **TRASH AND BULK.**

Trash containers shall be stored in such a way that they are not visible to pedestrians and motorists. All collectible garbage should be placed outside for pickup no earlier than dusk of the evening before scheduled pickup. Bulk items may be placed for pickup no earlier than 2 days prior to the designated collection day. Items should be arranged for easy access by collectors (boxed or tied where possible). Tree, shrub and hedge cuttings that are too large to fit into trash containers provided must be securely tied in lengths of no more than 4 feet and placed outside in such a way that they do not extend into roadway and interfere with passing motorists.



## **SIGNS**

### **A. Descriptions**

1. **Real Estate Signs.** A real estate sign is defined as a temporary sign, erected by a homeowner or her/his agent, indicating the property on which it is displayed is for rent, lease or sale. Such signs shall have an area of no more than 3 feet by 3 feet. Placement of real estate signs shall be subject to any applicable Ordinances of the city of Tamarac.
2. **Contractor signs.** An owner who hires a licensed, insured contractor to perform work, whether to the interior or the exterior of her/his home, may display that individual's or company's sign on their property for the duration of the work being done.
3. **Garage (Yard) and Estate Sales.** Such signs should be attractive and clearly legible and may be displayed upon the property of a homeowner no more than five (5) days prior to the date(s) of the sale.
4. **Political Endorsements.** Signage/political flags that support a political candidate may be displayed on a homeowner's property no earlier than 30 days prior to an election. Removal shall follow the guidelines set forth below.

### **B. Guidelines governing all signage/political flags**

1. All signage/political flags are temporary and shall be promptly removed by an owner from her/his property when the purpose for which it was displayed has been accomplished.
2. No signage of any kind (including those pertaining to Real Estate Open Houses) may be placed in the common areas or on any median/public right of way within the Mainlands 1 and 2 community. This includes grassed areas, light posts, trees, fenced areas or on any traffic directional structure.
3. No one, from inside or outside the Mainlands 1 and 2 community, shall place a sign of any nature on another homeowner's property without that homeowner's written permission.
4. Any signage displayed upon the property of a homeowner shall be placed where it does not interfere with lawn maintenance or create a distraction for motorists.

## **ANTENNAS.**

All outdoor radio, television, satellite and electronic antennae affixed to any

property must comply with the requirements of the Florida Building Code and/or Broward County Amendments. Amateur or CB Radio Antennae owners must contact City of Tamarac chief building official before permission can be granted to install Amateur or CB radio antenna.

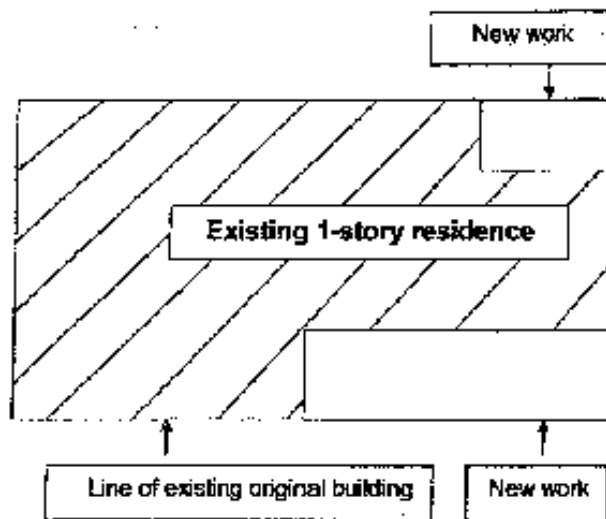
**IMPROPER USE, NOISE, NUISANCE.**

No improper, offensive, hazardous or unlawful use shall be made of any Lot. All valid laws, zon-ing ordinances and regulations of all governmental bodies having jurisdiction over a Lot shall be observed by the Owners and occupants of each Lot. Violation of laws, order, rules and regula-tion, or requirements of any governmental agency having jurisdiction over a Lot, relating to any portion or all of any Lot(s) shall be corrected at the expense of the perpetrators of such violations.

No activity may be conducted upon any Lot within the Community which may become or may be a nuisance to an adjoining Lot Owner or occupant. Such activities include, but are not limited to loud music, late parties (without prior written consent from surrounding neighbors), excessive barking or yapping of dogs, harsh cries of parrots, parakeets or other birds, unleashed animals, feeding stray animals and fowl, such as: ducks, cats, dogs, etc. If any restriction contained herein is inconsistent with a City ordinance, law, order, rule or regulation, the stricter of the conflicting provisions will control for so long as such inconsistency exists.

**EXPANSIONS, CHANGES AND ADDITIONS TO EXISTING HOMES:**

The expansion of a House shall not go beyond the squaring of the House as shown in drawing A. (A squaring means using the lines of residence as originally constructed).



Drawing A

No existing House shall be expanded to a second story, nor shall the pitch of the roof be made steeper so that its attic can be dormered for a second story.

1. No patio or walkway shall cover any sprinkler irrigation pipe or sprinkler heads. Walkways along the sides of Houses shall be no wider than three (3) feet. The City of Tamarac requires a permit for poured concrete. Check with the City of Tamarac before redoing a patio or walkway to determine what specific permits may be required.
2. Enclosing of open carports is permitted and shall follow all zoning and building restrictions of the City of Tamarac.
3. Before painting the outside of a House or outbuilding, an application must be submitted and written approval must be obtained from the Board. Only the colors approved by the Association may be utilized when the exterior of a House or outbuilding is painted. All four exterior walls must be the same approved color.

### **PODS**

Portable moving and storage containers, also known as PODS, as well as any other moving or storage containers, altogether herein referred to as PODS or a POD, other than storage sheds as installed per Article IV, 1 above, are not permitted on a Property unless a permit from the Code Compliance Division of the City is obtained by the owner. PODS may not remain on the property in excess of 21 consecutive days in a calendar year. The Board shall be advised by the owner when a POD is being placed on his/her property.

The Board, through the maintenance crew, will direct the placement of the POD so that PODS are not placed where they will cause damage to the sprinkler system or the grass area of a Property.

PODS may not be placed on the Common Areas. Any damages caused to the Property or to other Owners' property (or the Common Areas) by the placement of a POD shall be the responsibility of the owner of the Property. Once the POD has been removed the Owner of the Property shall notify the Board so that the maintenance crew can inspect for any damage. The Owner will be responsible for promptly repairing any damages caused by the POD.

### **DUMPSTERS.**

Dumpsters for cleaning and construction purposes are allowed to be placed on a Lot/Property for a period of up to thirty (30) days in any twelve month period. The Board shall be advised by the owner when a dumpster is being placed on her/his property.

Any damages caused to the Lot/Property or to other Owners' Lots/Properties or the Common Area by the placement of a dumpster on a Lot/Property shall be the responsibility of the Owner of the Lot/Property on which the dumpster has been placed. Once the dumpster has been removed the Owner of the

Lot/Property shall promptly repair any damages caused by the placement of the dumpster.

**POOLS.**

In ground and above ground pools are not permitted to be placed on the Lots or Common Areas.

**ARTICLE V- HOUSEHOLD DOMESTIC ANIMALS, HANDLING AND RESTRICTIONS**

**1. LIMITATIONS, HANDLING**

Households are limited to two domestic animals, so long as they create no nuisance within the community. No horses, cattle, swine, goats, fowl or any four-legged animal other than cats or dogs and no birds other than small birds such as canaries or parakeets, may be kept in the home. No animals are to be kept, bred or maintained for commercial purposes.

A household domestic animal must be kept on a secure leash of dependable strength not to exceed 8 feet in length when being walked or exercised. Domestic animals must be on anchored leads while unattended in Owner's yard. This must be done humanely per the county code.

No domestic animal may run freely through the Community. All animal Owners must pick up the fecal droppings of their animals, whether on city property, on Community property, on another resident's property, or on the pet owner's property. (Picking up fecal matter is waived for blind or handicapped people per County Code).

The Association will review accommodation requests submitted by disabled persons and grant accommodations where required under the Federal/Florida Fair Housing Acts.

**2. DANGEROUS DOG – DEFINITION, WHEN ALLOWED**

A dangerous dog, as defined by Broward County Code, Ordinance Chapter 4, Section 4-3, is:

- One that has, when unprovoked, approached any person in a menacing fashion or apparent attitude of attack upon the streets, sidewalks or any public grounds or places.
- One that has killed, caused the death of or severely injured a domestic animal in one incident, while off the owner's property.
- One that has aggressively bitten, attacked, killed or inflicted severe injury on a human on public or private property.

- One that has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting.

No dangerous dog, as defined by the Broward County Code, Ordinance Chapter 4, Section 4-3, will be allowed in our community without a muzzle. That dogs must also be under close scrutiny and control of the owner when off the owner's property. If this dog has two biting incidents, the city shall retain the authority to remove such dangerous dog from the city.

Exception – No dog shall be defined as a dangerous dog if it has bitten a person while the dog was on the property of its owner and if the dog was acting under the direction and control of its owner as a matter of safety and well being or if the person bitten is subsequently found to have been in the act of committing either a misdemeanor or a felony.

### **3. FEEDING WILDLIFE, WILDLIFE IN HOMES**

Pursuant to the City of Tamarac Code, Ordinance No. 2001-19, it shall be unlawful for any person to feed or cause to be fed or leave foodstuff for the consumption by any duck, wildlife, non-domesticated animal or animals not owned by the person within the city limit. Such bans will be enforced under the provisions of Article VII of this Declaration.

In addition, reptiles, wild life animals, etc. are not permitted within the confines of the homes of The Mainlands of Tamarac, Sections 1 and 2. Such ban will be enforced under the provisions of Article VIII of this Declaration.

## **ARTICLE VI - RESERVATIONS FOR SPRINKLER SYSTEMS AND LAWNS; LIABILITY FOR COSTS; LIENS**

### **1. SPRINKLER SYSTEMS.**

Mainlands Sections 1 and 2 Civic Association, Inc. reserves to itself, its successors or assigns, and shall have the continuing right to construct, maintain and operate a fresh-water sprinkler system over, through and upon all of the Property. The Owners of the Lots shall be liable to Mainlands Sections 1 and 2 Civic Association, Inc., or its successors or assigns, for a pro rata share of the cost of operation and maintenance of said system. Any cost of repairs caused from damage by an Owner, lessee, guest or other occupant of a Lot, or the contractor of an Owner or lessee or other occupant of a Lot, will be charged to the Owner of the Lot and shall be deemed to be a special assessment against the Lot, collectible as all other assessments provided hereunder. All routine repairs will be paid for from the costs collected pro rata from the Owners of the Lots. No changes can be made to existing system without the approval of the Board.

**2. LAWN MAINTENANCE AND SPRAYING.**

Mainlands Sections 1 and 2 Civic Association, Inc., reserves to itself, its successors or assigns, and shall have the continuing right to enter over, through and upon all of the Property, for the purpose of maintaining and caring for the lawns. Owners should not attempt to maintain and care for lawns themselves. Nothing in this section shall be construed as imposing an obligation upon Mainlands Sections 1 and 2 Civic Association, Inc. or its successors or assigns, to maintain and care for the said lawns and the extent of any such maintenance and care and when the same shall be undertaken shall be determined solely by Mainlands Sections 1 and 2 Civic Association, Inc., its successors and assigns. The Owners of the Lots are hereby made liable to Mainlands Sections 1 and 2 Civic Association, Inc. its successors and assigns, for a pro rata share of the reasonable cost of all such maintenance and care from time to time performed by Mainlands Sections 1 and 2 Civic Association, Inc., its successors and assigns, upon such Owners' Lots. Maintenance and care, within the meaning of this section, shall include mowing, edging, fertilizing and spraying of lawns. In the exercise of its discretion in this latter regard, Mainlands Sections 1 and 2 Civic Association, Inc., its successors or assigns, shall be governed by the principle that all lawns shall be fully maintained and uniform in texture and appearance with surrounding lawns in the neighborhood. The Board shall investigate any reported extensive lawn damage or deterioration to determine the cause and responsibility. A final decision will be made by the Board as to whether it is the property Owner's or the Association's responsibility to make the necessary repairs.

**3. LIABILITY FOR COSTS OF SERVICES; LIENS.**

The cost of all services provided by Mainlands Sections 1 and 2 Civic Association, Inc., its successors or assigns, as indicated above, shall be charged on a pro rata basis to the Lots on the Property, and each Owner of each Lot agrees to pay the rates and charges which may be charged for such services as established from time to time by Mainlands Sections 1 and 2 Civic Association, Inc., its successors or assigns, and the same shall be due and payable on the first day of the month. Payments received after the 10<sup>th</sup> of the month will be subject to a late payment fee, in an amount as set by the Board of Directors, as same may be amended from time to time and/or interest at the highest rate allowed by the law, as same may be amended from time to time. The Owners further agree that such charges and fees shall constitute a continuing lien or charge upon such Owners' Lots, which lien shall relate back to the recording of the original Declaration of Restrictions. Such lien may be foreclosed in the same manner as is provided for in the Florida Statutes applicable to foreclosure of Homeowners Association liens, as the same is amended from time to time.

**ARTICLE VII - RECREATION FACILITIES; OPERATION AND MAINTENANCE; LIEN FOR COSTS, ETC.**

The Owner of each Lot in the subdivisions of THE MAINLANDS OF TAMARAC LAKES and THE MAINLANDS OF TAMARAC LAKES, SECOND SECTION, is hereby made liable to Mainlands Sections 1 and 2 Civic Association, Inc. its successors or assigns, for a pro-rata share of the cost (including taxes) of all operating expenses including, but not limited to, its operation, maintenance and repair of the Administration building structures and the recreation and parking facilities located upon the following described lands, to wit:

Parcel R of THE MAINLANDS OF TAMARAC LAKES, according to the plat thereof recorded in Plat Book 64, Page 1 of the Public Records of Broward County, Florida,

said cost to be charged on pro rata basis to each Lot and payable in equal monthly installments by each Lot Owner to Mainlands Sections 1 and 2 Civic Association, Inc., its successors or assigns. The same shall be due and payable on the first day of the month. Payments received after the 10<sup>th</sup> of the month will be subject to a late payment fee, in an amount as set by the Board of Directors, as same may be amended from time to time and/or interest at the highest rate allowed by the law, as same may be amended from time to time. Each Owner hereby agrees that Mainlands Sections 1 and 2 Civic Association, Inc., its successors or assigns, shall have a continuing lien upon such Owner's Lots for the aforesaid share of cost and fees which lien shall relate back to the recording of the original Declaration of Restrictions, until such share of costs and fees are paid. Such lien may be foreclosed in the same manner as is provided in the Florida Statutes applicable to foreclosure of homeowners association liens, as the same is amended from time to time. Each Owner of Lots in the subdivisions of THE MAINLANDS OF TAMARAC LAKES and THE MAINLANDS OF TAMARAC LAKES, SECOND SECTION, agrees that all charges made for the pro rata share of the reasonable cost of the operation, maintenance and repair of the aforesaid buildings, structures and recreational and parking facilities shall constitute a continuing lien or charge upon such Owner's Lot, which lien shall relate back to the recording of the original Declaration of Restrictions, and which may be foreclosed in the same manner as is provided in the Florida Statutes applicable to foreclosure of homeowners association liens, as the same is amended from time to time. Nothing herein contained or by virtue of the amendment and restatement hereof shall be construed to relieve any Lot Owner of accrued and continuing obligation to Mainlands Sections 1 and 2 Civic Association, Inc. for past cost or liens, and the same shall be deemed cumulative and continuing.

## **ARTICLE VIII - ENFORCEMENT**

### **1. MONETARY DEFAULTS AND COLLECTION OF MAINTENANCE FEES/ SPECIAL ASSESSMENTS**

- (A) Late Fees and Interest. Maintenance Fees are due and payable on the first day of the month. A late fee, to be determined by the Board, will be charged to the Homeowner's account if the Maintenance fee is not paid on or before the 10th of the month due. If any check is dishonored, the Association shall have the right to charge the Homeowner a bad check fee. Late fees may be increased from time to time as determined by the Board.
- (B) Special Assessments. Special assessments that may be levied from time to time for specific necessary purposes will be due within an appropriate time frame to be determined by the Board.
- (C) Acceleration of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay to the Association the Owner's pro rata share of his/her Assessments for the Association's expenses for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments for the Association's expenses, plus interest at the highest rate permitted by law from the date of such notice until the accelerated Assessments are paid. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the regular Assessments for the Association's expenses, for all special Assessments for the Association's expenses, and/or for all other Assessments payable to the Association pursuant to this Declaration and Florida Law.
- (D) Lien for Assessments and Amounts Owed to Association. The Association shall have a continuing lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot. These shall include amounts due the Association by the Owner pursuant to the Governing Documents, for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or other monies owed to the Association or enforcement of the lien or enforcement of other provisions of the Governing Documents of the Association against the Owner, his/her tenants, or other occupants of his/her Lot, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien shall relate back to the recording of the original Declaration of Restrictions and shall secure all Assessments or other



monies owed to the Association by the Owner. The Association may record a written Claim of Lien in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amounts due by the Owner to the Association as of the recording of the Claim of Lien. Upon payment in full of all sums secured by the written Claim of Lien, the person making the payment is entitled to a satisfaction of the written Claim of Lien in recordable form.

- (E) Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for unpaid Assessments owed to the Association by the Owner of such Lot, for amounts due the Association by the Owner pursuant to the Governing Documents, for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or other monies owed to the Association or enforcement of the lien or enforcement of other provisions of the Governing Documents of the Association, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The action may be brought in the manner, as is provided in the Florida Statutes applicable to foreclosure of Homeowners Association liens, as the same is amended from time to time, and may also bring an action to recover a money judgment for the unpaid Assessments and other amounts specified above without waiving any claim of lien. The applicable Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments or monies owed to the Association or in connection with the Association's efforts to enforce the governing documents against the Owner, his/her tenants, or other occupants of his/her Lot, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees whether or not incurred in legal proceedings, and all sums paid by the Association for taxes and on account of any other mortgage, lien or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.
- (F) Rental and Receiver. If an Owner remains in possession of his Lot and the Claim of Lien of the Association against his Lot is foreclosed, the court, in its discretion, may require the Owner to pay a reasonable rental for the Lot, and the Association is entitled to the appointment of a receiver to collect rent.

- (G) Subsequent Titleholders. Any person who acquires title to a Lot, including without limitation, persons acquiring title through foreclosure of a first mortgage or other mortgage of record or deed in lieu thereof, and persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable to the Association for any Assessments or for other moneys owed to the Association which are chargeable to the former Owner of the Lot or to the Lot and which became due prior to acquisition of title, and shall not be entitled to occupancy of the Lot or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other moneys have been paid in full. The new Owner, from and after the time of acquiring such title, shall also be liable for payment of the Owner's pro rata share of all future Assessments for the Association's expenses and such other expenses as may be assessed to the Owner's Lot.
- (H) Assignment of Claim and Lien Rights. The Association, acting through its Board, shall have the right to assign its Claim and Lien Rights for the recovery of any unpaid Assessments and any other moneys owed to the Association, to any third party.
- (I) Unpaid Assessments Certificate. Within thirty (30) days after written request by any Owner or any institutional lender holding or making a mortgage encumbering any Lot, the Association shall provide the Owner or institutional lender a written certificate as to whether or not the Owner of the Lot is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of this Declaration, and a mortgage loan encumbering any Lot shall be protected thereby.
- (J) Application of Payments. Any payments made to the Association by any Owner shall first be applied towards interest on any Assessments or on other moneys due to the Association, as provided herein; then to any administrative late fees; then to any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the Association in order to preserve and protect its lien; then toward reasonable attorneys' fees and costs incurred by the Association incidental to the collection of Assessments and other moneys owed to the Association by the Owner and/or for the enforcement of its lien; and then towards any unpaid Assessments owed to the Association, in the inverse order that such Assessments were due.

- (K) Suspension of Common-Area-Use and Voting Rights Due To Nonpayment of Assessments. If any Owner is in default in the payment of any Assessment owed to the Association for more than forty-five (45) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to suspend the Owner's, the occupants of Owner's Lot, the Owner's tenants, guests, or invitees, use of any Common Areas except for parking as necessary. However, suspension of the use of any Common Areas shall not impair the right of an Owner or tenant or occupant of Owner's Lot to have vehicular and pedestrian ingress to and egress from a Lot, including, but not limited to, the right to park on their own property. In addition, if any Owner is in default in the payment of any regular Assessment owed to the Association for more than ninety (90) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to suspend the Owner's voting rights.

## **2. NON-MONETARY DEFAULTS**

In the event of a violation by any Owner or any tenant of an Owner, or any other occupant of Owner's Lot, or their guests or invitees, (other than the non-payment of any Assessment or other moneys) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations of the Association, the Association shall notify the Owner and any tenant of the Owner or occupant of Owner's Lot of the violation, by written notice.

If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such (7) day period, if the Owner or tenant or occupant fails to commence and diligently proceed to completely cure such violation as soon as practicable and in any event within seven (7) days after written notice by the Association, or if any similar violation is thereafter repeated, the Association may, at its option:

- (A) Impose a fine against the Owner or tenant or occupant as provided in Subparagraph VIII. 3 (and/or
- (B) Commence an action to enforce the performance on the part of the Owner or tenant or occupant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (C) Commence an action to recover damages; and/or

- (D) Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with the correction of any failure, plus a service charge of ten (10%) percent of such expenses, and all expenses incurred by the Association including reasonable attorneys' fees and costs in connection with enforcing a correction of such failure whether incurred in legal proceedings to enforce this Declaration, or incurred prior to or where no subsequent litigation is filed, shall be assessed against the applicable Owner, and shall be due upon written demand by the Association. The Association shall have a lien for any such Assessment and any interest, cost or expenses associated therewith, including attorneys' fees and costs incurred in connection with such Assessment, and may take such action to collect such Assessment or foreclose said lien as in the case and in the manner of any other Assessment as provided above. Any such lien shall only be effective from and after the recording of a Claim of Lien in the public records of the County in which the Property is located.

**3. FINES**

The Association has the right to levy fines according to the process set forth in the Florida state statutes 720.305.

**4. NEGLIGENCE.**

An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, to the extent otherwise provided by law and to the extent such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot, or the Common Areas.

**5. RESPONSIBILITY OF AN OWNER FOR OCCUPANTS, TENANTS, GUESTS, AND INVITEES.**

To the extent otherwise provided by law, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his/her Lot, and for all guests and invitees of the Owner or of any occupant of his or her Lot, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the

Articles, or the Bylaws, by any Owner, tenant, or occupant of any Lot, or any guest or invitee of any Owner, tenant or occupant of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

**6. RIGHT OF THE ASSOCIATION TO EVICT TENANTS, OCCUPANTS, GUESTS AND INVITEES.**

With respect to any tenant or any occupant occupying any Lot, or with respect to any guest or invitee of Owner, tenant or occupant, other than Owner and the members of Owner's immediate family permanently residing with Owner on the Lot, if such tenant, occupant, guest or invitee shall materially violate any provision of this Declaration, the Articles, or the Bylaws, or shall create a nuisance or an unreasonable and continuous source of annoyance to Owners or occupants of other Lots in the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association such tenant, occupant, guest or invitee shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant, occupant, guest or invitee or to compel the tenant, occupant, guest or invitee to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

**7. NO WAIVER.**

The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, or the Bylaws, shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

**8. RIGHTS CUMULATIVE**

All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of this Declaration, the Articles, or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing any additional remedies, rights or privileges as may be granted or as it might have by law.

**9. ENFORCEMENT BY OR AGAINST OTHER PERSONS**

In addition to the foregoing, this Declaration may be enforced by the Association, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce

this Declaration, including attorneys' fees, shall be borne by the person against whom enforcement is sought, providing such proceeding results in a finding that such person was in violation of this Declaration. In addition to the foregoing, any Owner shall have the right to bring an action to enforce this Declaration against any person violating or attempting to violate any provision herein to restrain such violation or to require compliance with the provisions contained herein, but no Owner shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any person, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

#### **10. DECLARATION OF RESTRICTIONS; SURVIVAL AFTER TAX DEED OR FORECLOSURE.**

All provisions of the Declaration of Restrictions relating to a parcel that has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or master's deed, or upon the foreclosure of an assessment, a certificate or lien, a tax deed, tax certificate or tax, lien, to the same extent that they would be enforceable against a voluntary grantee of title to the parcel immediately before the delivery of the tax deed or master's deed or immediately before the foreclosure.

#### **ARTICLE IX - INVALIDITY CLAUSE**

Invalidation of any of these covenants by a court of competent jurisdiction shall in no way affect any of the other covenants, which shall remain in full force and effect.

#### **ARTICLE X - EXISTENCE OF DURATION**

The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portions of said lands until the first day of November, 1997, (except as elsewhere herein expressly provided otherwise). After November 1, 1997, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of five (5) years.

#### **ARTICLE XI - PROCEDURE FOR AMENDING THE DECLARATION OF RESTRICTIONS**

- A. The President shall appoint a chairperson and a committee to review and amend the Declaration of Restrictions as described in Article X Existence of Duration
- B. Notice of the proposed review and amending of the Declaration of Restrictions is to be published in the Mainlander so that property Owners may submit written, signed suggestions to the Chairperson of the Committee and place them in the Office Mailbox

- C. After reviewing the existing Declaration of Restrictions and any suggestions submitted by the Board and the property Owners, the Committee will submit copies of the proposed amendments to the Board and legal counsel for their comments, recommendations and approval.
- D. The Committee will review and edit the Declaration of Restrictions as necessary to conform to the suggested comments or recommendations and present the final version to the Board for approval.
- E. The Board approved copy of the amendments will be printed prior to the next regular or special meeting of the Membership. A copy of the amendment(s) and a proxy will be mailed or delivered to all Owners at least fourteen (14) days prior to the stated meeting. The proxies are to be signed and returned prior to the stated meeting. Owners will be allowed one vote per parcel or Lot, independent of the number of persons whose names appear on the deed. Any Parcel Owner owning more than one parcel or Lot is entitled to one vote for each parcel or Lot owned. The aforesaid will constitute a potential vote of 529.

To be valid, a proxy must be dated, must state the date, time, place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it.

- F. A quorum of 30 percent of the voting interests including the proxies must be present at a meeting for the review and voting on the amendments. The President will permit any Lot Owner to speak on any amendment. The President shall request, after discussion, a vote of those in favor of the amendment(s). Approval must be by two-thirds of the voting interests in attendance, in person, or by proxy.

Shall it become evident that a quorum is impossible to assemble, the President will resort to the written consent method. In such an instance, the meeting will be solely informative, as no vote to modify any of the proposed amendments will be permissible.

When the written consent method of voting is used, there must be not less than the voting interests of 159 Lots approving the proposal.

- G. Upon approval of the Amendments, the Declaration of Restrictions will be revised and printed completely. One copy will be mailed or delivered to the person designated by the Owners of each Lot as the person to receive the notices for said Lot.