

# *Important Documents*



EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.  
195 TEMPLE AVE  
BOYNTON BEACH FLORIDA 33436

(561) 742-9604

**Web Site: [www.Citrusglen.org](http://www.Citrusglen.org)**

This is your official copy of the  
**Declaration of Covenants and Bylaws**  
of the Executive Estates of Boynton Beach  
Homeowners Association, Inc.

**(Please keep these documents in a safe place along with all of your other home documents)**

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Executive Estates of Boynton Beach Homeowners Association, Inc. (Citrus Glen)

Approved by the Board of Directors and Voted on by the Association on January 29, 2013

This instrument was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
St. John Rossin Podesta Burr & Lemme, PLLC  
1601 Forum Place, Suite 700  
West Palm Beach, FL 33401  
WILL CALL #110

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR EXECUTIVE ESTATES; AND THE  
BYLAWS OF EXECUTIVE ESTATES OF BOYNTON BEACH  
HOMEOWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EXECUTIVE ESTATES; AND BYLAWS OF EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. is made by the EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. ("Association").

**WITNESSETH:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Executive Estates ("Declaration") was recorded commencing at Official Records Book 5726, Page 992 of the Public Records of Palm Beach County, Florida, and established covenants running with the land therein described.

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

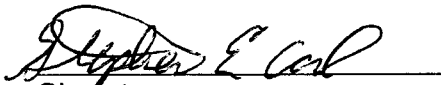
1. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Executive Estates and the Amended and Restated Bylaws of the Association, attached hereto as Exhibit "A", have been properly and duly approved and adopted by the Association pursuant to the provisions of the Declaration and Bylaws.

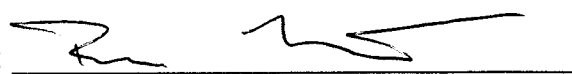
2. The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Executive Estates and the Amended and Restated Bylaws, attached hereto as Exhibit "A", shall run with the real property subject to the Declaration and Bylaws, and shall be binding on all parties having any right, title or interest in the real property subject to the Declaration and Bylaws, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this  
29<sup>th</sup> day of January, 2013.

Witnesses (as to both):

EXECUTIVE ESTATES OF BOYNTON BEACH  
HOMEOWNERS ASSOCIATION, INC.

  
\_\_\_\_\_  
Signature  
Stephen E. Cary  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
Robert Foster  
Association President

Stephen E. Carl  
Signature

Stephen E. Carl  
Print Name

Robert B. Burr  
Robert B. Burr

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

Attest: [Signature]

Signature  
Chris Aronandi

Print Name  
Association Secretary

The foregoing instrument was acknowledged before me this 29 day of January, 2013, by Robert Foster as President and Chris Aronandi, as Secretary of the EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.



SCOTT STRALEAU  
MY COMMISSION # DD 855946  
EXPIRES: March 24, 2013  
Bonded Thru Budget Notary Services

Scott Straleau  
NOTARY PUBLIC, State of Florida

Exhibit "A"

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR EXECUTIVE ESTATES**

On July 5, 1988 the original Declaration of Covenants, Conditions and Restrictions for Executive Estates was recorded in Official Record Book 5726, at Page 992 of the Public records of Palm Beach County, Florida. That Declaration, as it has previously been amended, is hereby further amended and restated in its entirety.

Florida Statutes, Chapter 720: This Declaration, the Articles of Incorporation and the Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time.

**1. INTRODUCTION:** This Amended and Restated Declaration is made by the EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "Association." The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of real property subject to the Declaration. The acquisition of title to a Lot or any other interest in the Common Area, or the lease, occupancy, or use of any portion of a Lot or the Common Area, constitutes an acceptance and ratification of all provisions of the Declaration, as amended from time to time, and an agreement to be bound by its terms.

**2. NAME OF SUBDIVISION AND REAL PROPERTY SUBJECT TO THIS DECLARATION:**  
The name of this subdivision subject to the Declaration is Executive Estates located in Boynton Beach, Palm Beach County, Florida.

The real property comprising the Executive Estates community and subject to this Declaration is as follows:

Executive Estates according to the Plat recorded at Plat Book 60, Pages 125-127, of the Public Records of Palm Beach County, Florida

Citrus Trails according to the Plat recorded at Plat Book 60, Pages 128-130, of the Public Records of Palm Beach County, Florida

References to the Executive Estates community in the Declaration or in the Articles of Incorporation and Bylaws refers to the real property in the above referenced plats for both Executive Estates and Citrus Trails.

**3. DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 720, Florida Statutes applicable to homeowners associations and in Chapter 617, Florida Statutes (the "Florida Not For Profit Corporate Act") and unless the context otherwise requires.

**3.1 "Assessment"** means a share of the funds required for the payment of common expenses which from time to time is assessed against the Lots.

**3.2 "Association"** means EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, the entity responsible for the operation of the Executive Estates community.

**3.3** “**Association Documents**” or “**Governing Documents**” means and includes this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and all recorded exhibits hereto, as amended from time to time.

**3.4** “**Board of Directors**” or “**Board**” means the representative body which is responsible for the administration of the Association’s affairs.

**3.5** “**Common Area**” means all real property which is owned or leased by the Association or dedicated for the use or maintenance by the Association or its members, including, regardless of whether title has been conveyed to the Association. This includes real property dedicated to the Association or its members by recorded plat or property committed by the Declaration to be leased or conveyed to the Association.

**3.6** “**Guest**” means any person who is not the Lot Owner or a lessee or a member of the owner’s or lessee’s family, who is physically present in, or occupies the Lot on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.

**3.7** “**First Mortgagee**” means the holder of a first mortgage lien against a Lot and/or Unit.

**3.8** “**Lease**” means the grant by an Owner of a temporary right of use of the owner’s Lot for valuable consideration.

**3.9** “**Limited Common Area**” means any portion of the Common Area which the original developer of the Project allowed to be enclosed by a fence and/or wall to be used as part of the abutting Owner’s Lot and which is indeed enclosed by a fence and/or wall and used as part of the abutting Owner’s Lot.

**3.10** “**Lot**” means any residential Lot within Executive Estates pursuant to the Plat.

**3.11** “**Occupy**,” when used in connection with a Lot, means the act of staying overnight in a Lot. “**Occupant**” is a person who occupies a Lot.

**3.12** “**Owner**” means the person(s) or legal entity (ies) holding fee simple title to Lots. The Owner may also be referred to as a Lot Owner or Unit Owner.

**3.13** “**Plat**” shall mean the document depicting the plan of development, including Lots and Common Area which may be amended from time to time.

**3.14** “**Primary Occupant**” means the natural person approved for occupancy when title to a Lot is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

**3.15** “**Project**” means the community which is subject to this Declaration and such additions that may hereinafter be brought within the jurisdiction of the Association by annexation.

**3.16** “**Roads or Streets**” means the roads and streets which are owned by the Association for the benefit of all owners for common access and ingress and egress.

**3.17** “**Rules and Regulations**” means those rules and regulations promulgated by the Association’s Board of Directors, governing the use of the Common Area, Limited Common Area, Lots, Units and the operation of the Association.

**3.18** “**Voting Interest**” means and refers to the arrangement established in the Association documents by which the owners of each Lot collectively are entitled to one vote in Association matters

for which an Owner vote is required. There are one hundred and ninety five (195) Lots, so the maximum number of voting interests is one hundred and ninety five (195). If any Owners' voting rights are suspended pursuant to Florida Statutes Chapter 720, the total voting interests shall be deemed reduced by those Lots the voting rights of which were suspended.

**3.19** "Unit" means the residential structure on a Lot.

**3.20** Zero Lot Line Wall means the exterior wall of a Unit which is constructed upon the side Lot line of the abutting Lot.

**4.** USE AND POSSESSION: A Lot Owner is entitled to exclusive use and possession of the Owner's Lot. A Lot may be used solely as a single family residence. The Lot Owner is entitled to use the Common Areas in accordance with the purpose for which they are intended, but no use of the Lot or of the Common Areas may unreasonably interfere with the rights of other Lot Owners or other persons having rights to use the Common Areas. No Lot or Unit may be subdivided. The use of the Lots, Common Area and Limited Common Area shall be governed by the Association Documents and by the Rules and Regulations adopted by the Board of Directors.

**5.** COMMON AREAS: The term "Common Area" or "Common Areas" means all of the real property which is owned or leased by the Association or dedicated for use or maintenance by the Association.

The rights to use the Common Areas cannot be conveyed or encumbered separately from the Lot and shall pass with the title to the Lot, whether or not separately described. As long as the Project exists, the Common Areas cannot be partitioned.

**6.** EASEMENTS:

**6.1** Utility and Other Easements.

The Association has the authority, without the joinder of any Owner, to grant, modify or move easements such as electric, gas, cable television, or other utility, service or access easements, or relocate any existing easements, in any portion of the Common Areas, and to grant easements or relocate any existing easements in any portion of the Common Area, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Project. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Lots. The Association may also transfer title to utility –related equipment or installations, and take any other action reasonably necessary to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment or installations are to be so transferred.

Each Lot Owner grants to all other Owners and the Association a perpetual utility easement for water, sewer, power, telephone and other utility and service company lines and systems installed beneath or within a Lot.

**6.2** Encroachments on Lots or Common Area. An easement for encroachments is granted for Common Areas which may encroach upon a Unit or when a Unit encroaches upon the Common Area, as a result of inaccuracies in survey, construction, reconstruction, or due to settlement or otherwise. The encroaching improvements shall remain as long as the encroachment exists. This includes an easement for maintenance and use of the encroaching improvements.

**6.3** Ingress and Egress. A non-exclusive easement shall exist in favor of each Owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over,

through, and across private streets and such portions of the Common Areas as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways.

**6.4 Easements for County and Private Utility Use.** All Owners within the Project shall have an easement for county, municipal, and private and public utility services, including but not limited to, the right of police and fire departments to enter upon any part of the Common Areas and the Project, and the right of all utility companies to install and maintain their equipment and facilities.

**6.5 Easement to Association.** The Association shall have an easement over the Lots to carry out any of the purposes, powers and remedies set forth in this Declaration, the Articles of Incorporation, Bylaws or otherwise provided by law.

**6.6 Zero Lot Line Maintenance Easement.** When any Unit is constructed such that the exterior wall (commonly referred to as a zero lot line wall) of the Unit is against or immediately contiguous to the property line of the abutting Lot (commonly referred to as a zero lot line), then the Owner of the Unit with the zero lot line wall shall have a three foot (3') easement over the abutting Lot. The easement shall run the length of the zero lot line wall and roof overhang and shall be for the following purposes:

- (a) For installation, maintenance, repair, replacement and the provision of utility services, equipment and fixtures to serve the Lot with the zero lot line wall, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security.
- (b) Of support in and to all structural members, footings and foundations of the Unit or other improvements which are necessary for support of the Unit or other improvements on the Lot.
- (c) For entry upon, and for ingress and egress, with persons, materials and equipment, to the extent reasonably necessary in the performance of the maintenance, repair, replacement of the Unit or any improvements on the Lot with the zero lot line wall.
- (d) For overhanging troughs, roofs, gutters and down-spouts and the discharge therefrom of rainwater and the subsequent flow thereof over the easement area.

The Owner of the side yard abutting the zero lot line wall shall have the right to install a gated fence across the easement described above. The Owner of the zero lot line wall shall have right of access through such gate for the purposes described above.

**7. LIMITED COMMON AREA:** The original developer of the Project allowed certain portions of the Common Area abutting certain Lots to be enclosed by a fence and/or wall with the area to be used as part of the abutting Owner's Lot. Such areas which are indeed enclosed by a fence and/or wall and used as part of an Owner's Lot are Limited Common Area.

The Association shall be responsible to structurally maintain the wall, not the fences, and for painting the exterior and top of the wall enclosing the Limited Common Area.

The abutting Lot Owner who has use of the Limited Common Area shall, at the Lot Owner's expense, be responsible for all other maintenance, repair and replacement of the Limited Common Area including landscaping inside the wall and fence and irrigation inside the wall and fence. The abutting Lot Owner who has use of the Limited Common Area shall, at the Lot Owner's expense, be responsible to maintain, repair and replace of the fence enclosing the Limited Common Area including painting the fence exterior and shall be responsible for painting the interior of the wall. If the abutting Owner's landscaping damages the wall, the Association may impose all costs of repairing the wall as an assessment against the abutting Lot having use of the Limited Common Area.

The abutting Lot Owner who has use of the Limited Common Area shall indemnify the Association for any injury or claim occurring on or from the Limited Common Area.

**8. ASSOCIATION:** The operation of Executive Estates community is by Executive Estates of Boynton Beach Homeowners Association, Inc., a Florida corporation not-for-profit (the "Association") which shall perform its function pursuant to the following:

**8.1 Articles of Incorporation.** The Articles of Incorporation of the Association as they may be amended from time to time.

**8.2 Bylaws.** The Bylaws of the Association shall be the Amended and Restated Bylaws recorded with this Declaration as the Bylaws may be amended from time to time.

**8.3 Delegation of Management.** The Association may contract for the management and maintenance of the project and employ a licensed manager or management company to assist the Association in carrying out its power and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common property with funds made available by the Association for such purposes. The Association and its Board, however, shall retain at all times the powers and duties provided in the Florida Not For Profit Corporate Act and Chapter 720, Florida Statutes.

**8.4 Membership.** The membership of the Association shall be the record owners of legal title to the Lots.

**8.5 Acts of the Association.** Unless the approval or affirmative vote of the Lot Owners is specifically made necessary by some provision of the Florida Not For Profit Corporate Act, Chapter 720, Florida Statutes or the Association Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. A Lot Owner does not have the authority to act for the Association by reason of being a Lot Owner.

**9. POWERS AND DUTIES:**

**9.1 Powers and Duties.** The powers and duties of the Association include those set forth in Chapter 720, Florida Statutes, applicable to homeowners associations; Chapter 617, Florida Statutes which is the Florida not-for-profit corporations act; and the Association Documents.

**9.2 Purchase of Lots by Foreclosure or Deed in Lieu of Foreclosure.** The Association, by and through the Board of Directors, shall have the power to purchase one or more Lots in the Project by foreclosure of the Association's assessment lien or by deed in lieu of foreclosure.

**9.3 Acquisition of Property Other than Lots.** The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by a majority vote of the Board of Directors. The power to acquire ownership interests in real property (other than purchase of a Lot by foreclosure or deed in lieu of foreclosure) shall require approval by the affirmative vote of sixty percent (60%) of those Owners with voting interests present in person or by proxy at any members meeting where a quorum is attained. If Florida Statutes require a different percentage vote, that different percentage in Florida Statutes shall control. If there is a conflict between this section and any other provision in the Declaration, Articles of Incorporation or Bylaws calling for a vote or approval of the Owners, this section shall supersede and prevail. Any such conflicting provisions shall be deemed amended to conform to this section.



**9.4 Disposition of Property.** Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 9.3 above.

**9.5 Limitation on Liability.** Notwithstanding its duty to maintain and repair Common Areas, the Association shall not be liable to individual Lot Owners for personal injury or property damage caused by any latent condition of the Common Area or caused by the elements or Lot Owners or other persons.

**10. ASSOCIATION EXPENSES, METHOD OF DETERMINING ASSESSMENTS AND COLLECTION OF ASSESSMENTS:**

**10.1** The costs and expenses incurred by the Association with regard to ownership, operation, maintenance and repair of the Common Areas or the Association carrying out its responsibilities and operating the Project shall be Association Expenses. Association Expenses shall be payable to the Association on an equal basis by all Lots except to the extent the Association Documents or law allows a charge to be imposed against a specific Lot or Lots.

**10.2** To defray the Association Expenses, there is hereby imposed upon each Lot and its Owner, the affirmative covenant and obligation to pay to the Association, and upon the Association the obligation to assess, collect and expend, the Association's Expenses and those expenses hereinafter set forth.

(A) **Taxes.** All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges and assessments, imposition and liens for public improvements, special charges and assessments; and, in general, all taxes on personal property and improvements which are now and which hereinafter may be placed in the common area including any interest penalties and other charges which may accrue on such taxes.

(B) **Utility Charges.** All charges levied for utility services to Common Areas, whether supplied by a private or public firm including without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or service charge.

(C) **Insurance.** The premiums on any policy or policies of insurance required under Article 15 hereof, together with the costs of such other policies of insurance, as the Board shall determine to be in the best interest of the Association.

(D) **Maintenance, Repair and Replacement.** Expenses necessary to maintain and preserve the Common Areas and public road rights-of-way abutting the Common Areas, including but not limited to such expenses as grass cutting, trimming, sprinkling and the like, and in a manner consistent with the covenants and restrictions contained herein, and all orders, ordinances, rules and regulations of any and all federal, state and city governments having jurisdiction thereof, as well as the Statutes and laws of the State of Florida and the United States.

The abutting Lot Owner who has use of the Limited Common Area shall, at the Lot Owner's expense, be responsible for maintenance repair and replacement of Limited Common Area.

The expenses of the Association performing landscaping, irrigation and other limited maintenance on portions of the Lot outside the fence or wall as set forth in Article 11 of this Declaration shall be Association Expenses.

(E) Monthly assessments include monies for bulk rate cable services. If, through an affirmative vote of sixty percent (60%) of those Owners with voting interests present in person or by proxy at any members meeting where a quorum is attained, that the Association votes to no longer have

such services provided, and the contract allows for termination, the monthly assessment for each Lot Owner will be adjusted accordingly. If Florida Statutes require a different percentage vote, that different percentage in Florida Statutes shall control. If there is a conflict between this section and any other provision in the Declaration, Articles of Incorporation or Bylaws calling for a vote or approval of the Owners, this section shall supersede and prevail. Any such conflicting provisions shall be deemed amended to conform to this section.

(F) **Optional Expenses.** The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expanded in providing services to collecting sums owed by a particular unit. In addition, the Association may retain a management company or contractors to assist in the performance of certain obligations of the Association hereunder. Contractors may include but not be limited to Legal Counsel and associated fees and expenses. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association Expenses. Association expenses shall include the costs and expenses of the Association carrying out its powers and duties set forth in the Governing Documents or Florida statutes.

(G) **Indemnification.** The cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions hereunder.

(H) **Reserve Funds.** The Board may establish a reserve fund for maintenance, repair and replacement of the Common Areas or other needs of the Association in the appropriate amounts determined proper and sufficient by the Board.

(I) **Special Assessments.** Any special assessment that shall be levied to defray (a) extraordinary items of Association expense; and (b) such other Association expenses determined by the Board to be payable by the Association and which are not inconsistent with the terms of this Declaration, the Articles of Incorporation or the By-laws.

**10.3 Method of Determining Assessments.** The "assessments" (as hereinafter defined) for Association Expenses shall be levied and paid for as follows:

(A) Association Expenses shall be paid by the Association out of the funds assessed and collected from and paid by all Lot owners.

(B) As provided in the By-Laws of the Association, the Board shall prepare an estimated annual budget which shall reflect the estimated Association Expenses. Thereupon, the Board shall allocate an equal share of the Association Expense to all Lots.

(C) The assessment may be adjusted as necessary to allow for any change in the amount of Association Expense. The adjustment may be made by dividing the total anticipated Association Expense for the remainder of the calendar year by the total number of Lots (195) in Executive Estates.

(D) The assessments shall be payable monthly in advance on the first day of each month or otherwise as the Board may determine.

**10.4 ASSESSMENTS AND LIENS:** The Association has the power to levy and collect assessments against each Lot and Lot Owner in order to provide the necessary funds for proper operation and management of the Executive Estates community and for the operation of the Association. This power includes both "regular" assessments and "special" assessments for each Lot's share of the Association Expense. The Association may also levy special charges against any individual Lot for any amounts, other than for Association Expenses, which are properly chargeable against such Lot on an

individual basis under this Declaration, Articles of Incorporation, Bylaws or law. The Association has the power to levy fines. Assessments shall be levied and enforcement of payment shall be as provided herein and in the Bylaws and law.

**10.4.1 Association Expenses.** Association Expenses include the expenses of operation, maintenance, repair, replacement or insurance of the Common Areas, the expenses of maintaining other property as set forth in this Declaration, the expenses of operating the Association, carrying out the powers and duties set forth in the Governing Documents or Florida Statutes, and any other expenses properly incurred by the Association for the Project, including amounts budgeted for the purpose of funding reserve accounts.

**10.4.2 Share of Association Expenses.** The Owners of each Lot shall be liable for a share of the Association Expenses equal to all other Lots.

**10.4.3 Ownership.** Assessments and other funds collected by or on behalf of the Association become the property of the Association; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot.

**10.4.4 Liability for Assessments.** The Owners of each Lot, regardless of how title was acquired, are liable for all assessments or installments thereon coming due while they are the Owner. Multiple Owners are jointly and severally liable. Except as provided in Florida Statutes Chapter 720 regarding first mortgagees, whenever title to a Lot is transferred for any reason, the new Owner becomes jointly and severally liable with the previous Owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. Association assessments are superior in priority to second, third and fourth mortgages.

**10.4.5 No Waiver or Excuse From Payment.** The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot on which the assessments are made, or by interruption in the availability of the Lot or the Common Area for any reason whatsoever. No Lot Owner may be excused from payment of his share of the Common Expenses except as otherwise provide in Chapter 720 of the Florida Statutes regarding certain first mortgagees.

**10.4.6 Application of Payments; Failure to Pay; Interest.** Assessments and installments thereon paid on or before ten (10) days after date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association shall also impose a late payment fee (in addition to interest) to the extent permitted by law or \$25.00 per delinquent installment whichever is greater. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments or installments, on the date established in the By-Laws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check is cleared.

**10.4.7 Acceleration.** If any special assessment or installment of a regular assessment as to a Lot is unpaid thirty (30) days after the due date, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Lot's regular and special assessments for that fiscal year. The due date for all accelerated amounts shall be the date of the notice of acceleration. The Association may file a Claim of Lien and it shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing

of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose or may be sent separately.

**10.4.8 Liens.** The Association has a lien on each Lot securing payment of past due assessments, including interest, late fees, attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a Claim of Lien is recorded. The Association may record a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Lot, the name of the record Owner, the assessments past due and due dates. The Claim of Lien secures all assessments, interest costs and attorneys fees coming due after the Claim of Lien is recorded. The Claim of Lien is in effect until barred by law. Upon full payment, the person making the payment is entitled to a satisfaction of the Claim of Lien.

**10.4.9 Priority of Association's Lien.** The Owners of a Lot are jointly and severally liable with the previous Lot Owner for all unpaid assessments, interest, late fees, and attorney and paralegal fees and costs that came due up to the time of transfer of title. The Association's lien relates back to the recording of the original Declaration of Covenants, Conditions and Restrictions for Executive Estates.

However, as provided in Florida Statute 720.3085, as amended from time to time, the liability of a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due before the mortgagee's acquisition of title, shall be the lesser of:

1. The Lot's unpaid regular periodic or special assessments that accrued or became due during the twelve (12) months immediately preceding the acquisition of title for which payment in full has not been received by the Association; or
2. One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided in this section apply only if the first mortgagee filed suit against a Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action.

For the purposes of this section, the term "successor or assignee" used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

Once a first mortgagee takes title, the mortgagee is responsible to pay assessments the same and any other Owner.

Notwithstanding the above, if a first mortgage is recorded in the Public Records after the Association's Claim of Lien is recorded, the first mortgagee which buys back the Unit at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

The Association assessments are superior in priority to second and third mortgages regardless of whether the Association has recorded a lien prior to the second or third mortgage being recorded. If a second or third mortgage holder files a foreclosure action, the second or third mortgage holder or any other person or party who buys the Lot at the foreclosure sale is responsible for all unpaid back assessments, interest, late fees, and attorney and paralegal fees and costs.

Any lease of a Lot shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

If proceedings are instituted to foreclose any mortgage on any Lot, the Association, with the permission of the mortgagee, may redeem the mortgage for the amount due thereon and be subrogated to all of the mortgagee's rights of action, or the Association may purchase the Lot at the foreclosure sale.

**10.4.10 Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Association documents, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

**10.4.11 Certificate as to Assessments.** Within fifteen (15) days after written request by an owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Owner with respect to the Lot have been paid. Any person other than the Owner who relies upon such certificate shall be protected thereby.

**11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS:**  
Responsibility for the protection, operation, maintenance, repair and replacement of the Common Area, and restrictions on its alteration and improvement shall be as follows:

**11.1 Association Maintenance.** The Association is responsible, as an Association Expense, for the protection, maintenance, repair and replacement of all Common Area (other than the limited Common Area that is required elsewhere herein to be maintained by the abutting Owner). The Association shall also, as an Association Expense, maintain, repair and replace certain landscaping on Lots as set forth herein.

The Association's responsibilities include, maintenance, repair or replacement of the Association approved landscaping located on the Lots excluding areas enclosed by a fence or wall. This includes, but is not limited to irrigation, mowing, edging and tree trimming. The Association shall only be responsible to maintain Association approved landscaping. The Association shall not be responsible for impatiens or other seasonal flowers permitted by the Association. The Association may but is not required to replace trees on Lots. However, the Association shall not be responsible for damage from the roots of trees located on Lots or Common Areas.

**11.2 Lot Owner Maintenance.** Each Lot Owner is responsible, at the Owner's own expense, for all maintenance, repairs and replacements of his own Lot, Unit and Limited Common Areas. The Lot Owner is responsible for all maintenance, repair and replacement of the Owner's Lot except to the extent the governing documents specifically impose that duty on the Association. The Owner shall maintain all areas of the Lot in a neat and attractive condition. The Owner's responsibilities include, without limitation, the following:

(A) Painting all exterior painted areas with colors approved by the Board of Directors. No Owner shall change the exterior color of the Owner's Unit without the written consent of the Board of Directors under the standard procedure for approval of alterations,

(B) Keeping the exterior surfaces reasonably free of peeling or deteriorated paint, mildew, rust deposits or other discoloration.

(C) Replacing broken or deteriorated roof tiles with tiles conforming in color and design to the existing tiles.

(D) Keeping the roof reasonably free of leaves and other debris accumulation.

(E) Repairing or replacing, as necessary, rotten or deteriorated exterior wood items, including fascia, trim, doors, wood fences and wood gates.

(F) Replacing torn or damaged screens and broken glass.

(G) All pest control.

(H) Cleaning, maintaining, repairing and replacing the driveway including any portion of the driveway between the Lot line and the street. An Owner shall be required to remove any stains or discoloration from the driveway. If a driveway is cracked, damaged, or otherwise in need of repair, the Association may require the Owner to properly repair the driveway and take action to restore it to a neat, safe and attractive condition. If the Owner should choose to refinish the driveway, the Owner shall submit the proper application for approval by the Board of Directors.

(I) Maintaining, repairing and replacing the mailbox and mailbox post (with an Association approved mailbox and mailbox post), wherever located, which services the Lot. The height of the mailbox shall follow the United States Postal Service Regulations.

**11.3 Alteration of Lots or Common Area by Lot Owners.** No Owner shall make or permit the making of any exterior alterations to his Lot, Unit or the Limited Common Area, or in any manner change the exterior appearance of any portion of those areas including landscaping, without properly submitting and application and obtaining prior written approval of the Board of Directors.

The Board shall require a standard application to be submitted, as well as plans, material samples and/or other materials the Board considers relevant. An approval or disapproval shall be provided within thirty (30) days. No construction or alteration may take place until approval is received. Owners are required to complete the alteration within three (3) months of approval. Written requests for extensions must be applied for prior to the three (3) month expiration date.

The Board of Directors may appoint an Architectural Control Committee comprised of Association members to assist in the approval process. Directors may be appointed to the Architectural Control Committee.

Any modifications, additions or installations which may be readily visible from outside the Unit, shall require prior written approval from the Board of Directors. Owners may not alter the landscaping outside the fence in any way without prior written approval of the Board of Directors.

An Owner shall be permitted to make landscaping changes inside the fence or wall without submitting an application or getting approval from the Board. However, the Owner shall be responsible to properly maintain such landscaping and prevent such landscaping from damaging walls, fences or creating a nuisance.

No Single Family Home owner shall in any way deface or change the exterior of his Single Family Home without prior written approval from the Board. If an Owner makes an alteration without properly applying and obtaining Association approval, the Association may, after sending two written notifications, sent by Certified Mail and sent at least thirty (30) days apart, remove the alteration and/or restore the area, and impose all costs as an assessment against the offending Owner and offending Owner's Lot. This is in addition to all other remedies available to the Association.

Lot Owners shall not make alterations to Common Areas except for landscaping changes within Limited Common Areas enclosed by a fence or wall.

The Board of Directors may authorize variances when natural obstructions, hardship, aesthetic or environmental considerations require. Variances are required to be in writing and must be approved by the majority of the Board of Directors.

If a Lot Owner makes any modifications, installations or additions to his Lot or the Limited Common Area, the Lot Owner, and his successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the Common Area or other Lots resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain repair, replace, or protect any other part of the Common Area or Association property.

**11.4 Use of Licensed and Insured Contractors.** Whenever a Lot Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Lot or Common Area, whether with or without Board approval, such Owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to person or property not paid by the contractor's insurance.

**11.5 Additions to Common Areas and Association Property by the Association.** The protection, operation, maintenance, repair, improvement and replacement of the Common Areas is the responsibility of the Association and the costs are a Common Expense.

**11.6 Enforcement of Maintenance.** Each Lot Owner shall maintain the Unit, Lot and its appurtenant Limited Common Area in quality condition at all times as required above. This includes but is not limited to those items listed above along with the exterior walls, roof, and fencing on the rear and side yards of the home. The Association may after sending two written notifications sent by Certified Mail and sent at least thirty (30) days apart, enter the Lot and perform maintenance or cleanup. Any expenses incurred by the Association in performing work on the Unit and/or Lot as authorized by this Declaration shall be charged to the Lot Owner, together with reasonable attorney's fees and other expenses of collection, if any. The Association may impose and collect these amounts as assessments against the Owner and Owner's Lot. The Association may also file a petition for mediation, impose fines and/or institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation.

**11.7 Negligence; Damage Caused by Condition in Lot.** The Lot Owner shall be liable for the expenses of any maintenance, repair or replacement of Common Area, other Units and/or Lots, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each Lot Owner has a duty to maintain his Unit and Lot, any Limited Common Area and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Lots and Owners, the Common Area or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units and/or Lots, the Common Area or property within other Lots and/or Units, the owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement.

**11.8 Architectural Control Guidelines.** There shall be no exterior alterations or modification of the Units or Lots including but not limited to a change of or added landscaping without prior written approval of the Board of Directors. All Owners must submit the appropriate Architectural Control Application and one (1) set of plans, preferably prepared by a contractor (if applicable) to the Board of Directors and any other materials the Board considers relevant. The following guidelines exist in the Project:

- (A) **HURRICANE SHUTTERS.** Only permanently installed Bahama, Roll-up, Galvanized Aluminum Panels, Clear Panels, Fabric Shield (code approved) or Accordion type hurricane shutters are permitted.

- (B) **SCREENED ENCLOSURES.** Screened enclosures must be of aluminum frame and a white or bronze color with bronze fiberglass screening and conform to the Association guidelines.
- (C) **FRONT SCREEN DOORS.** Front screen doors must be white or bronze color with bronze screening and made of aluminum or wrought iron.
- (D) **SECURITY ALARM SIGNS.** Security alarm decals are permitted as long as they are placed on the corner of a sliding glass door or window. Security alarm signs may be placed within ten (10) feet of the front entrance of the Unit. Security alarm signs shall also be permitted at the rear entrances of the unit. All signs must be those that are provided by the alarm company or security company.
- (E) **WINDOW TINTING.** Window tinting shall be permitted in charcoal grey or bronze. Owners shall be responsible to properly maintain window tinting with a first class appearance. Bubbles and tears visible from the exterior shall be prohibited.
- (F) **PATIO EXTENSIONS.** Patio extensions which are visible from the front, sides or rear of a Lot must have prior written approval from the Board of Directors.
- (H) **LANDSCAPING.** The installation of certain landscaping shall be prohibited due to detrimental effects on the community, state, city or county. The purpose of this provision is to alleviate potential damage and unattractive conditions. All landscaping installed by owners is the Owners responsibility to maintain or replace. Landscaping changes must be made within three (3) months of approval.
- (I) **SATELLITE DISHES AND ANTENNAS.** An Owner shall be permitted to erect the following without an application process:
- (1) A "dish" antenna that receives direct broadcast satellite services and is one meter or less in diameter.
  - (2) Antennas designated to receive video programming services via MMDS (wireless cable) that are one meter or less in diameter or diagonal measurements. Such antennas may be mounted on masts to reach the height needed to establish the line of sight contact with the transmitter.
  - (3) Antennas designated to receive television broadcast signals. For safety reasons, masts greater than 12 feet shall be subject to local permitting requirements.
- (a) **The permitted antennae shall be subject to the following restrictions:**
- (1) The placement of the Antenna shall be in accordance with all fire codes, electrical codes or any other code, ordinance or law.
  - (2) Antennas shall be placed in locations (to the extent possible) which are not visible from the street if the placement would permit reception of an acceptable quality signal and not unreasonably increase the cost of installation, maintenance or use. Should such a location not be feasible, the antenna shall be placed in a position where the antennae will receive a quality signal and where the antenna will be least viewed from the street. If viewable from the



street, the following may be required to preserve the overall look of the community, however, the requirements shall not interfere with an acceptable quality signal:

(a) screening the antenna from view with inexpensive landscaping;

(b) painting of the antenna to blend into the background (the painting shall not interfere with reception or void a manufacturer's warranty);

(3) Antennas shall not pose a safety hazard.

(b) The following antenna are prohibited:

(1) Any dish or antenna that is greater than one meter in diameter, length or diagonal measurements.

(J) **EXTERIOR PAINTING.** Each Unit shall be painted if the paint begins to chalk, fade, peel or become unsightly. An Owner may change the color of the Unit provided that the Owner has obtained prior written approval of the Board of Directors under the approval for exterior alterations.

(K) **FENCES, WALLS AND MAILBOXES.** No additional fences and walls may be constructed beyond those in existence, nor any materials used without prior written approval of the Board of Directors.

(1) Fences shall be made of pressure treated pine or rough sawn cedar or such other materials approved by the Board of Directors which are weather and insect resistant. Fences must be finished on both sides.

(2) The required design of fences is as follows: All new fences (replacements) shall be board on board. If less than 50% of an existing shadow box fence is repaired, the existing shadow box fence may remain shadow box. If the repaired fence encloses a pool, the repaired fence needs to abide to State restrictions regarding the separation of the boards. The top of fences shall be flat. If the boards have dog ears or beveled edges, the dog ears or beveled edges must face down.

(3) All fences around or about a Lot that encloses a yard, shall be maintained by the Owner at the Owner's expense. This includes the fences between the openings of the walls. This is regardless if the fence encloses Common Area.

(4) The concrete masonry walls shall to be maintained by the Association as a Common Expense except that the abutting Owner shall be responsible to paint the interior of the wall.

(5) Wood fences and mail boxes shall be painted Haze Gray per the following formulas. No changes to be made to the formulas. Changes in base or any other components will change the color and are not acceptable.

STR#0224

BEHR

BASE: 9050

PP EXTERIOR SATIN/Satin

{OF} PPC HAZE GRAY

CLRNT	BL	CL	VUL			
OZ	0	0	0			
384th	355	94	2			

GALLON- 3/7/2012 (T)



22412188750

NOT RETURNABLE

**PORTER PAINTS**  
650 N.E. SIXTH AVE  
DELRAY BEACH FLORIDA 33483  
561-276-7453

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BASE: (739)LIGHT  
PPG Porter Classic  
PP739 LINE ACRI-SHIELD SATIN EXTERIOR ACRYLIC

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Color ID : 7130-1  
Color Name : HAZE GRAY  
Can Size : 1 Gallon

---

B-32  
C-6  
L-10

---

Employee ID : U96 5/3/2010

Any other equivalent needs to use the original Porter Paint formula as base.

PVC fences must be gray in color and must first be approved by the Board of Directors.

(6) The only mailbox design that may be used is the mailbox design approved for use in the Project.

- (L) **DRIVEWAYS.** Driveways shall be concrete, concrete pavers or other material approved in writing by the Board of Directors. Asphalt driveways for Lots are prohibited. Staining with silicone acrylic or other process in approved colors is permitted with prior written approval from the Board of Directors.
- (M) **WINDOWS.** Windows shall be white or bronze and either single hung or sliding type (vertical or horizontal).
- (N) **WINDOW BOXES.** Window boxes may be constructed on the exterior windowsills and front fences with approved materials and prior written approval of the Board of Directors.
- (O) **ROOF VENTILATORS.** Roof ventilators shall be permitted in the rear of the dwelling.
- (P) **SKYLIGHTS AND SOLAR TUBES.** Skylights and solar tubes shall be permitted in accordance with the building code and prior written approval of the Board of Directors. A maximum of three (3) skylights shall be permitted. Skylights and solar tubes are prohibited in the screened areas where no shingled roof exists.
- (Q) **EQUIPMENT.** Any equipment which is installed must be screened from view by landscaping and/or fencing and shall not be visible from the street, common area or unit.
- (R) **SPAS.** Must comply with all local and state laws and are permitted on an Owner's Lot only behind the fence.

(S) **GARAGE DOORS.** Any changes to garage doors must be approved by the Board of Directors.

(T) **GARAGE SALES/YARD SALES.** Garage Sales/Yard Sales shall be permitted only if:

1. Owner obtains a permit from the City of Boynton Beach;
2. Owner notifies the Board of Directors in writing prior to the garage sale/yard sale; and obtains written approval from the Board of Directors; and
3. the maximum number of garage sales/yard sales is one (1) per year per Unit.

The Association may conduct a community wide garage sale and limit garage sales to that community wide sale.

(U) **ADDITIONAL REQUIREMENTS:**

- (1) Potted plants or any other item(s) outside the courtyard area are prohibited without the prior written approval from the Board of Directors;
- (2) Placement of weather vanes or any other item on the roof is prohibited;
- (3) Holiday decorations may be placed up no earlier than 30 days before the holiday and shall be removed within 15 days of the holiday. No year around temporary lights or decorations are permitted;
- (4) Commercial, political or outside events of any type signs shall be prohibited on any Lot/Unit. "For Sale" signs shall only be permitted to be displayed on the inside or outside of a window of a Unit or against the front hedge. When the house is "open for inspection" and the Owners representative is in attendance, signage on the Lot shall be permitted and must be removed daily. All permitted signage must be a maximum of twenty-four (24) inches by twenty-four (24) inches. The Board of Directors has the right to install signs as needed within Executive Estates;
- (5) In accordance with Florida Statutes, Chapter 720, any homeowner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4-1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.
- (6) Portable basketball hoops shall be permitted only in the driveway. They must be removed when not in use and/or at dusk. Hockey nets, skateboard ramps and recreational ramps are prohibited.
- (7) Bottled gas tanks, water conditioners and trash container and similar items are prohibited unless they are screened from view and installed within the Lot;
- (8) Decorative shutters are prohibited;

(V) **ADDITIONAL GUIDELINES.** The Board of Directors may promulgate additional guidelines and standards in addition to those set forth herein. To the extent written guidelines and standards do not exist, the Board of Directors may consider the form and style of the existing as-built community as a guideline to supplement any published guidelines and standards.

**11.9 Pest Control.** The Association does not supply pest control services for the Lot, however should the Association become aware of a pest control problem at a Lot and after notification to the Owner of a pest control problem, the owner fails to take preventative action, the Association may (but is not obligated to) hire a pest control service to prevent further damage. The Owner shall be financially

responsible for the pest control service and any damage due to the failure to take action. The Association may impose any charges incurred as an assessment against the Owner's Lot.

**12. USE RESTRICTIONS:** The use of the Common Areas and Lots shall be in accordance with the following provisions:

**12.1 Occupancy and Use of Lots.** Each Lot shall be occupied by only one family at any time, as a single family residence and for no other purpose except as described herein. The maximum allowable occupancy shall be two (2) persons per bedroom based on the number of bedrooms originally intended by the developer when the Unit was built. A "family" is defined as:

(a) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption, or

(b) One unmarried couple,

and the children of either or both of them who reside together as a single household.

Occupancy of a Lot by groups of unrelated persons is prohibited.

Use of a Unit and/or Lot as a Congregate Living Facility, as defined below, is prohibited. The term "Congregate Living Facility" is defined as assisted living facilities; extended congregate 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, which undertakes for a period exceeding 24 hours: care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage. In addition, this term shall include other residential uses such as dormitories, group homes with a central dining facility, and similar bed-based uses.

If a Lot is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association and obtain written Board approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers subject to compliance with the limited number of occupants.

If the Association observes that a Lot is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

Citrus Glen is a Residential Community that allows normal household deliveries.

No business or commercial activity shall be conducted in or from any Lot that will increase vehicular traffic to or from the community or will visually or otherwise disturb other residents. The objective of this provision is to restrict excessive vehicular traffic, noise, debris, etc. in our community. The use of a Lot as a public lodging establishment is prohibited. Business or commercial activity must be licensed and comply with all applicable laws and regulations.

The Board reserves the right to make a determination if a Unit Owner is in violation of this provision.

**12.2 Pets.** The Owners of each Lot may keep no more than two (2) pets per Unit.

It shall be the responsibility of the Owner to ensure that all local, city, county, state and federal laws, ordinances and other regulations promulgated by such governmental authorities are complied with concerning pets. Any harmful instances must be reported to the proper governmental agency.

Any pet must be leashed at all times while on the Common Area or outside the fenced in area of a Unit. The Owner shall clean up their pet(s) excretions. The Board of Directors is empowered to order and enforce the removal of any pet which becomes nuisance or a source of unreasonable annoyance to other residents of the Project. The term nuisance in this paragraph shall include but not be limited to aggressive behavior and disturbances to other residents by barking, howling and other sounds. Further, the owner(s) of a Lot where a pet resides or is visiting shall properly maintain the pet's living conditions in the home to prevent an unsanitary condition from developing. In addition to removal and all other remedies, the Association may fine the Owner pursuant to the fining provisions. All pets must have the required inoculations. The Association will not be liable for any damage caused by a pet. No poultry or livestock may be kept in Executive Estates. No animal shall be bred in the development for business purposes.

A dog shall not be left tethered outside the home. A dog shall not be left unattended on the patio or fenced in area unless the Owner or a responsible adult is at home.

The Owners of the Lot where the pet resides or is visiting shall be strictly liable for all injury to any other person from the pet in the Executive Estates community. The Owners of the Lot where the pet resides or is visiting shall indemnify and hold the Association harmless against any and all claims, liabilities, demands, debts, obligations, costs and expenses which may be sustained by or asserted against the Association and/or the members of its Board of Directors by reasons of acts of said pets committed in or about the Executive Estates community.

**12.3 Nuisances.** No Owner shall use the Owner's Lot, or permit the Lot to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Lot, or which would not be consistent with the maintenance of the highest standards for a first class residential development. The Owner shall not permit the premises to be used in a disorderly or unlawful way. The use of each Lot shall be consistent with existing laws and the Association documents. The occupants shall at all times conduct themselves in a peaceful and orderly manner. No Owner shall permit noise at the Unit and/or Lot which unreasonably interferes with the peaceful possession of other Owners.

**12.4 Use of Common Area and Lots.** Owners shall not obstruct, litter, deface or misuse Common Area and Association Property in any manner. Common Area shall be used only for the purposes intended.

Owners shall store bicycles and other personal property inside the enclosed unit. The hanging or drying of clothing or cleaning of rugs shall be permitted only in the back of the Lots and provided that such items are screened from view. Outdoor cooking shall be permitted in the back privacy area only.

**12.5 Trash.** Rubbish, trash, garbage or other waste material shall be placed in proper containers and shall be kept within an enclosed or screened area so that it cannot be viewed from the street. Trash and recycling may be placed at the curb no sooner than 6:00 p.m. the night before the scheduled pick-up and they must be retrieved by 10:00 p.m. on the day of the pick-up.

**12.6 Parking and Speed Limits.**

(A) Parking is permitted in the garage and driveways. If the garage is not used for parking, the vehicles must be parked in the driveway or parking pad. Street parking shall be permitted on only the sidewalk side of the street, and street parking is prohibited between 2 AM and 6 AM. Parking on the sidewalk or grass is prohibited. Violators will be towed. Larger vehicles that do not fit in the garage are

prohibited from parking on the street. The limitations on street parking have been enacted to permit emergency service vehicles to access Units and otherwise prevent an unsafe or unsightly environment. The Board of Directors may further restrict parking on the street.

(B) Overnight parking in the overflow and pool parking lots is prohibited unless the vehicle has a temporary permit provided by the Association. Such permits may be issued for no longer than fifteen (15) days. Violators may be towed away without warning.

Vehicles arriving late at the community and unable to obtain a temporary permit, may park at the overflow parking Lot, across the street from the clubhouse, providing a sign to that effect is placed on the windshield and the Owner obtains the temporary permit the next day from the Association. The sign must be readable from the outside. The sign must indicate the following:

Emergency parking  
Came late  
Will get permit tomorrow  
Lot number \_\_\_\_\_

The Lot number is the Lot number of the Owner or resident of the Unit related to the vehicle. Such of permit is only valid for one time overnight and may not be renewed. Violators may be towed away without warning.

(C) The Association has the right to institute a parking decal/tag system. This system requires Owners to register their vehicles with the Association. This system will identify vehicles which do not belong in Executive Estates.

(D) The following conduct is prohibited:

- (1) Driving over twenty five (25) miles per hour.
- (2) Parking in such a way as to cause an obstruction of traffic, restrict access to another owners garage, driveway and/or parking pad or a safety hazard.
- (3) Maintenance and/or repair of vehicles (this excludes ordinary maintenance of changing a tire or battery).
- (4) Enforcement of the Vehicular Conduct rules will be enforced to the fullest extent of the law.

## 12.7 Vehicular Provisions:

(A) **THE FOLLOWING VEHICLES ARE PROHIBITED UNLESS PARKED IN THE GARAGE WITH THE GARAGE DOOR CLOSED:**

- (1) Trailers, motorhomes, campers and habitable motor vehicles;
- (2) Trucks and pickup trucks, except that the pickup trucks which satisfy all the following requirements may be parked in the driveway: used as personal passenger vehicles; have no signs; have the bed covered by a commercially manufactured cover designed to fit the particular vehicle; have no ladders, racks or external tool boxes; cannot exceed height of garage door; and cannot exceed 232 inches in length. Vehicles such as Ford Sport Trac, Honda Ridgeline, Chevrolet Avalanche, and Cadillac Escalade EXT which have a rear cargo bed outside the passenger compartment must be parked in the garage with the garage door closed unless they fit within the criteria for parking pickup trucks in the driveway. Pickup trucks with dual rear wheels are prohibited.

- (3) Vans, except for vans with full perimeter windows. Vans with full perimeter windows which are not commercial vehicles are permitted to be parked in the driveway.
- (4) Commercial vehicles which shall include, but not be limited to vehicles with any of the following: commercial lettering, signs, ladders, racks or equipment, etc.
- (5) Construction vehicles.
- (6) Boats, jet skis, personal watercraft, off road vehicles, all recreational vehicles.
- (7) Inoperable vehicles.
- (8) Vehicles without current registration and/or tags.
- (9) Vehicles which are an eyesore.
- (10) Limousines.
- (11) Buses.
- (12) Covered vehicles unless the cover is in good condition at all times. \
- (13) Golf carts.
- (14) Motorcycles and mopeds.

(B) Motorcycles and other vehicles with mufflers louder than OEM equipment are prohibited even if parked in the garage.

(C) This restriction on trucks and commercial vehicles shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services provided to a resident. Further this restriction on vehicles shall not apply to official emergency or police vehicles regardless of classification.

(D) If an Owner has a commercial vehicle which is not stored in Executive Estates, the Owner may bring the vehicle to his Unit for up to one (1) hour per day to take a meal, etc. The commercial vehicle cannot be an eyesore as determined by the Board. If an Owner abuses this accommodation, the Board of Directors shall have the right to prohibit the Owner from bringing the commercial vehicle into Executive Estates for any length of time.

**12.8 Towing.** The Association shall have authority to have a prohibited or improperly parked vehicle from the Executive Estates community towed away at the expense of the vehicle owner and Lot Owner. The Association shall post the tow signs required by Florida Statute 715.07. By this provision, each owner and vehicle owner provides the Association with the necessary consent to effectuate a tow. In the event the Association incurs an expense with the tow, and the vehicle owner or Lot Owner fails to pay such costs upon demand, the Association shall have the right to levy a charge for the costs against the Lot Owner and the owner of the vehicle. The Association may collect the charge as an assessment against the Lot Owner to which the vehicle belongs or is visiting. The Lot Owner is liable for the vehicle violations of his/her family, lessees, guests, visitors, etc.). The remedy of towing is in addition to and not in substitution of all other remedies available to the Association.

**12.9 Distribution of commercial flyers is prohibited.**

**12.10 Pool.** The pool is part of the Common Areas owned and operated by the Association. The pool shall be used at the user's risk. Each Owner is required to follow posted rules and regulations in the pool area.

**12.11 Fishing, Boating, Hunting and Littering.**

- (A) Fishing and all water sports are regulated by the Association.
- (B) Boats, Skiing, Jet Skis and the like are prohibited.

(C) Hunting is prohibited.

(D) Littering or dumping of any item is prohibited, including but not limited to tree or grass trimming.

**12.12 Feeding of Wildlife.** Feeding of wildlife is prohibited.

**12.13 Absent Owners.** An Owner who will be absent during hurricane season (June 1 through November 30) shall be required to prepare the Owner's Unit by removing all objects from the patios and exterior of the Unit.

**12.14 Hurricane Shutters and Panels.** Unless otherwise allowed by the City of Boynton Beach Fire Department Codes, hurricane shutters of an occupied residence must remain in the open position at all times unless there is a hurricane or tropical storm watch or warning issued for the Boynton Beach area. Copies of these requirements will be posted on the Citrus Glen Community Web Site or a copy can be obtained from the Property Manager.

Hurricane shutters must either be removed or left in the open position once the hurricane watch or warning has been lifted. If damage to a window or door, which occurs as a result of a hurricane or tropical storm, requires a shutter to remain to be kept closed, the Owner/occupant may do so at the complete risk of the Owner/occupant. However, the repairs to the window or door shall be completed and the hurricane shutter opened within ninety (90) days.

Exception: Residents are permitted to leave their hurricane shutters closed when leaving South Florida for an extended period of time provided the color of the hurricane shutters is compatible with the base color of the Unit or are clear panels and the Unit will be unoccupied.

**13. LEASING OF LOTS:** In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Lots by their owners shall be restricted as provided in this section. All leases of Lots must be in writing. A Lot Owner may lease only his entire Lot, and then only in accordance with this Section, after receiving written approval of the Board of Directors which approval shall not be unreasonably withheld. There shall be no subleasing. No rooms may be rented. The lessee must be a natural person.

Non-Discrimination. No Owner or person authorized to act for an Owner shall refuse to sell or rent, after receiving a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the purchase or rental of any Lot to any persons because of race, color, religion, sex or national origin. Anything in the Bylaws or Declaration to the contrary notwithstanding this covenant shall run with the land and shall remain in effect without any limitation in time.

**13.1 Procedures.**

(A) Notice by the Owner. An Owner intending to lease his Lot shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board of Directors may reasonably require. The Board of Directors may require a personal interview with any lessee and his spouse, if any, as pre-condition to approval.

The Board shall have the right (but not a duty) to obtain a credit report and/or a background check as a pre-condition to approval.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have fifteen (15) business days in which to approve or disapprove the



proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee. The approval or disapproval may be obtained by polling the Directors, and a Board meeting is not required.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the entire Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Lot Owner is delinquent in the payment of assessments at the time the application is considered;

(2) the Lot Owner has a history of leasing his lot without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Lot;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the Lot Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Board approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to Executive Estates;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude; the prospective lessee is listed on an official sex offender data base;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(10) the Owner fails to give proper notice of his intention to lease his Lot to the Board of Directors.

(11) the Owner fails to maintain his Lot and a violation exists at the Lot.

Non-Discrimination. The Association, in rendering its decision shall not deny the purchase or rental to any persons because of race, color, religion, sex or national origin. Anything in the Bylaws or Covenants to the contrary notwithstanding this covenant shall run with the land and shall remain in effect without any limitation in time.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its discretion, may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee with five (5) days notice without securing consent to such eviction from the Owner.

(E) Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying assessments may not be delegated to the lessee. If the Owner defaults in payment of Association assessments while the Owner's Lot is leased, then the Association may require the tenant to pay the rent to the Association sufficient to satisfy the assessment obligation, including any interest, late fees and attorneys' fees and costs incurred by the Association. The Owner is deemed to have assigned the rent to the Association, if the Owner defaults in payment of assessments. The tenant shall pay the rent to the Association upon written demand by the Association notifying the tenant that the Lot is delinquent in payment of assessments. The demand is continuing in nature. This remedy is in addition to all other remedies of the Association. The Association is entitled to any and all remedies set forth in Florida Statute 720.3085, as amended from time to time.

(F) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least two (2) members.

**13.2 Frequency of Leasing.** The Lot must be owned at least one (1) year in order to be eligible for lease. If a Lot that is under lease is sold, the lease must be terminated and the new Owner must wait one (1) year to lease. No Lot may be leased more often than one time per year measured from the commencement of the lease. The minimum lease term is sixty (60) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No assignment of lease rights by the lessee is allowed.

A purchaser may not purchase a Lot subject to an existing lease because purchasing a Lot subject to an existing lease would violate the prohibition on leasing during the first one (1) year period of ownership.

Exception: Purchase of additional Lots made by existing Owners in good standing which also includes the Association shall not be required to wait the one (1) year period as long as the lease is otherwise approved by the Association.

**13.3 Guest Occupying Lot Where Owner Not Present.** A guest residing in a Lot for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Lot subject to all the restrictions on leasing including the application and approval requirements.

**Exception: Occupancy by Parents or Children of Owner.** A Lot may for estate planning or tax purposes be occupied by the parent(s) or children of the Owner(s) and in such a situation, the parent(s) or children shall not constitute tenant(s). However, in these situations where the Lot is occupied by the parent(s) or children of the Owner(s), the occupancy shall be subject to the tenant screening and approval process, which includes the right of the Board of Directors to disapprove the occupancy.

**13.4 Regulation by Association.** All of the provisions of the Association documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Lot as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Association documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

**13.5 Fees and Deposits Related to the Lease of Lots.** The Association may charge a processing fee at the time of an application to lease a lot. A processing fee shall not exceed the maximum amount allowed by law.

The Association may require an Owner seeking to lease the Owner's Lot to place a security deposit with the Association, in the amount of up to \$1000.00, which may be used by the Association to repair any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association). In addition, if the Owner or tenant fails to maintain any landscaping of the Lot which the Owner is responsible to maintain, the Association may, after written demand on the Owner, perform the landscape maintenance and use the security deposit to pay for the work. Upon lease termination, so long as there is no claim by Association for reasons set forth above, security deposits will be returned within 15 calendar days of written request by Lot Owner.

**13.6 Owner and Tenant Liable to Association for Damage Caused by Tenant.** The Owner and Owner's tenants shall be jointly and severally liable to the Association for all damage to persons and property caused by the Owner's tenant or any family members, guests, or invitees of the tenant. If there is any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants (as determined in the sole discretion of the Association), the Association may impose the cost of repairing such damage as an assessment against the Owner's Lot.

**14. TRANSFER OF OWNERSHIP OF LOTS:** In order to maintain a community of congenial, responsible residents with the objectives of protecting the value of the lots, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Lot shall be subject to the following provisions:

**14.1 Forms of Ownership:**

(A) One Person. A Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Two or More Persons. Co-ownership of a Lot by two or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the Lot may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as "primary occupant." The use of the Lot by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Article 14. No more than one such change will be approved in any twelve (12) month period.

(C) Ownership by Corporations, Partnerships or Trusts. A Lot may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein which approval shall not be unreasonably withheld. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short-term transient accommodations for several individuals or families. The approval of a trustee, or corporation, partnership or other entity as a Lot Owner shall be conditioned upon designation by the Owner of one natural person to be the "primary occupant." The use of the Lot by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period.

(D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each Owner of a Lot which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any Lot Owner fails to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(E) Life Estate. A Lot may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2 below. In that event, the life tenant shall be the only Association member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only owner. Upon termination of the life estate, the occupancy by the holders of the remainder interest must be approved by the Board of Directors in the same fashion as for sales. The life tenant shall be liable for all assessments and charges against the Lot. Any consent or approval required of Association members may be given by the life tenant along, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, the life tenants shall be treated as co-owners for purposes of determining voting occupancy rights under Section 14.1(B), above.

#### **14.2 Transfers.**

(A) Sale or Gift. No Owner may dispose of a Lot or any ownership interest in a Lot by sale or gift (including agreement for deed) without prior written approval of the Board of Directors.

(B) Devise or Inheritance. If any Lot Owner acquires his title by devise or inheritance, his right to occupy or use the Lot shall be subject to the approval of the Board of Directors under Section 14.3(A)(2) below. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death, or was related to the owner by blood or adoption within the first degree.

(C) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the lot before being approved by the Board of Directors under the procedures outlined in Section 14.3 below.

(D) To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, which shall consist of at least two (2) members. The Chairman of the committee shall be deemed a Vice-President, and as such shall be empowered to execute Certificates of Approval on behalf of the Association.

#### **14.3 Procedures.**

##### **(A) Notice to Association.**

(1) Sale or Gift. An Owner intending to make a sale or gift of his Lot or any interest there in shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) day before the intended closing date, together with the name and address of the proposed purchaser or donee, a copy of the executed sales contract, if any, and such other information as the Board may reasonably require. The Board may require a personal interview with any purchaser or donee and his spouse, if any, as a precondition to approval. The Board shall have the right (but not a duty) to obtain a credit report and/or a background check as a pre-condition to approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use rights until and unless approved by the Board, but may sell or lease the lot following the procedures in this Section or Section 13.

(3) Demand. With the notice required in Subsection (A)(1) above, the owner or transferee seeking approval may make a written demand that if the transferee is disapproved without good cause, the Association shall furnish an approved alternate purchaser who shall purchase the Lot at

the same price and upon substantially the same terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Lot determined as provided below.

(4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Board's approval prior to selling an interest in a Lot, such failure shall create a rebuttable presumption that the seller and the purchaser intend to violate the covenants of this Declaration, and shall constitute good cause for Board's disapproval.

(B) Board Action. Within thirty (30) days after receipt of the required notice and all information or interviews requested, or not later than sixty (60) days after the notice required by paragraph (A) above is received, whichever occurs first, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee. The approval or disapproval may be obtained by polling the Directors, and a Board meeting is not required.

(C) Disapproval.

(1) With Good Cause. Approval of the Association may be withheld for good cause only if a majority of the whole Board so votes, after receiving a written opinion of counsel that good cause exists. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude; The person seeking approval is listed on an official ex offender data base;

(b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(c) The person seeking approval gives the Board reasonable cause to believe that person intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to Executive Estates;

(d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in Executive Estates as a tenant, Lot Owner or occupant of a Lot;

(f) The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process;

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein; or

(h) The inability to prove that homeowners insurance will be in effect at the transfer of title.

Non-Discrimination. The Association, in rendering its decision, shall not deny the purchase or rental to any persons because of race, color, religion, sex or national origin. Anything in the Bylaws or

Covenants to the contrary notwithstanding this covenant shall run with the land and shall remain in effect without any limitation in time.

**14.4 Exception.** The provisions of Sections 14.2 and 14.3 are not applicable to the acquisition of title by the first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure. If foreclosed, the mortgagee shall notify the Association in writing within thirty (30) days of such action.

**14.5 Unapproved Transfers.** Any sale or transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board.

**14.6 Fees Related to the Sale of Lots.** Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Lot, the Association may charge the owner a preset fee for processing the application, such fee shall not exceed the maximum amount allowed by law.

**15. INSURANCE:** In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

**15.1 By the Owner.** Each Owner must insure his Unit and Lot. Such coverage shall afford protection against:

(a) loss or damage by fire, windstorm and other hazards covered by a standard and/or extended coverage endorsement; and

(b) such other risks as from time to time shall be customarily covered with respect to structures similar in construction, location and use as the structure in which the lot exists, including, but not limited to flooding, vandalism and malicious mischief;

(c) each Owner shall submit proof of insurance and a statement of coverages to the Association when the Owner takes title to the Lot; and

(d) All insurance policies upon the Lots purchased by Owners shall name the Owner as the named insured. Provision shall be made for the issuance of mortgagee endorsement and memoranda of insurance to the mortgagees of the Lot Owners.

**15.2 Authority to Purchase; Named Insured.** All insurance policies upon the Common Area and Association property shall be purchased by the Association. Such policies shall provide that payments by the insurer for losses shall be made to the Association.

(A) Public Liability Coverage. The Association shall obtain comprehensive general liability coverage insuring the Association against claims for injuries occurring on the Common Areas and for any other risk which the Association determines appropriate.

(B) Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and owners including casualty insurance on the Common Areas.

**15.3 Description of Coverage.** A detailed summary of the coverages included in the master policies, and copies of the master policies, shall be available for inspection by the Lot Owners or their authorized representatives upon request.

**15.4 Insurance Proceeds.** Insurance proceeds received by the Association shall be administered by the Association.

**15.5 Reconstruction and Repair after Casualty.**

A. **Damage to Units.** The Owner shall promptly repair or rebuild the Unit in accordance with the original plans. It shall be the duty of the Board to enforce this provision.

B. **Damage to Common Area.** The Board of Directors shall promptly obtain reliable minimum of three quotations whenever possible for the costs of repair and restoration, and shall negotiate and contract for repair and reconstruction.

If the proceeds of insurance and available reserves are insufficient to pay for the costs of repair and reconstruction of Common Area, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Lot Owners for the deficiency as per Section 6.4 of the Bylaws. The proceeds from the special assessment shall be added to the funds available for repair and restoration for the property.

**15.6 Application of Insurance Proceeds.** It shall always be presumed that monies disbursed for repair and restoration come first from insurance proceeds; if there is a balance left in the funds held by the Association after payment of all the costs of repair and restoration, such balance shall be part of the general funds of the Association.

**16. CONDEMNATION:**

**16.1 Deposit of Awards and Association.** The taking of all or any part of the Common Area by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. If any awards may be payable to Owners, the Owners shall deposit the awards with the Association; and , if any failure to do so, a special charge shall be made against a defaulting Owner in the amount of his award or the amount of that award shall be set off against any sums payable to that Owner.

**16.2 Association as Agent.** The Association is hereby irrevocably appointed as each Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for Common Area.

**16.3 Amendment of Declaration Necessitated by Condemnation.** Any changes in Lots and in the Common Area, in the ownership of the Common Area, and in the sharing of Common Expenses that are necessitated by condemnation shall be accomplished by amending this Declaration and, if appropriate, its Exhibits. Such amendment necessitated by condemnation need be approved only by the Owners of over sixty (60%) percent of the voting interests of the Lots. Approval of or joinder by lien holders is not required for any such amendment.

**17. ENFORCEMENT:**

**17.1 Duty to Comply; Right to Sue.** Each Owner, his tenants, guests, and invitees and the Association shall be governed by and shall comply with Florida Law, the governing documents and the rules and regulations of the Association. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by the Association or by an Owner against:

- (A) The Association;
- (B) An Owner;
- (C) Anyone who occupies or is a tenant or guest in a Unit or any visitor or invitee of an Owner;

or

(D) Any member of the Board of Directors who willfully and knowingly fails to comply with these provisions.

**17.2 Waiver of Rights.** The failure of the Association or any Association member to enforce a right, provision, covenant or condition which may be granted by the Association documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

**17.3 Costs and Attorney's Fees.** If the Association engages an attorney to take any action or expend any effort to enforce the terms of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, or law because of an alleged failure of an Owner (for Owner's or for Owner's family members, agents, lessees, sublessees, invitees, servants, etc. or any occupants of the Unit) to comply with this Declaration, Articles or Bylaws, or the Rules and Regulations adopted pursuant to said documents, as the same maybe amended from time to time, or Law, regardless of whether or not litigation is commenced, the Owner shall be responsible to pay the Association's attorneys fees and costs, which may be imposed and collected as an assessment and Charge against the Owner and Owner's Lot.

However, the Association shall not be entitled to recover attorney's fees and costs against the Owner or Owner's Lot nor shall the homeowner be responsible/liable for attorney's fees and costs if any of the following conditions exist:

1. There is a litigation regarding the enforcement matter, and a court of law determines that the Association is not entitled to recover the Association's attorney's fees and costs against the Owner.
2. The Association and Owner participate in settlement discussions or mediation regarding the enforcement matter, and the parties mutually agree regarding responsibility for attorney's fees and costs.
3. In a situation where the Association would be prohibited by law from recovering its attorney's fees and costs.

The Association shall not file litigation against an Owner regarding a use of the Lot or the common areas or maintenance of the Lot, without approval from the Board.

Attorneys fees and costs regarding collection of assessments shall be recoverable by the Association pursuant to Sections 10.4; 10.4.6; 10.4.7; 10.4.8; and 10.4.9 of this Declaration.

**17.4 Fines.** In addition to other allowable remedies, the Association may impose fines for the violation of the Declaration of Covenants, Articles of Incorporation, Bylaws or Rules and Regulations, or law, if the noncompliance continues after the issuance of an initial warning notice. If the violation continues subsequent to the issuance of the initial warning notice, a fine may be imposed, at an amount of up to \$100 per day or the maximum amount allowable under Florida Statutes. The maximum aggregate fine may exceed \$1000.00 per violation but will not exceed \$2,500 per violation or the maximum amount allowable under Florida Statutes, whichever is greater. Costs and attorney's fees may also be collected per Section 17.3 of this Declaration. If Florida Statutes allow fines to be imposed as assessments, the Association shall be permitted to impose fines as assessments against the offending Owner and the Owner's Lot collectable as any other assessment. The Association shall be entitled to any and all remedies set forth in Florida Statute 720.305, as amended from time to time.

**17.5 Failure to Maintain Lot or Residence.** In addition to the other stated remedies, in the event an Owner fails to properly maintain or repair the Owner's Lot or home in the manner proscribed elsewhere in the Declaration, subsequent to giving the homeowner adequate notice of the required



repairs, the Association may enter on the Lot and perform the needed maintenance or repairs. The Association may impose the cost of the work and the Association's reasonable costs as an assessment against the Owner and the Owner's Lot, collectible as any other assessment.

**17.6 No Election of Remedies.** All rights, remedies and privileges granted to the Association or owners under the law and the Association Documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies, or privileges that may be available.

**18. AMENDMENT OF DECLARATION:** This Declaration may be amended by the Association with an affirmative vote of sixty percent (60%) of those Owners with voting interests present in person or by proxy at any members meeting where a quorum is attained. If Florida Statutes require a different percentage vote, that different percentage in Florida Statutes shall control. If there is a conflict between this section and any other provision in the Declaration, Articles of Incorporation or Bylaws calling for a vote or approval of the Owners, this section shall supersede and prevail. Any such conflicting provisions shall be deemed amended to conform to this section.

**18.1 Proposal.** Amendments to this Declaration may be proposed by the Board of Directors or by written petition to the Board signed by the Owners of at least one-fourth (1/4<sup>th</sup>) of the Lots.

**18.2 Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote or written consent of the members not later than the next annual meeting for which proper notice can still be given.

**18.3 Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration. The certificate shall be in the form required by law and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. A copy of such amendment shall be delivered to all Lot Owners.

**19. MISCELLANEOUS:**

**19.1 Release Regarding Volunteer Assistance.** There are situations following a hurricane, tropical storm or other situations, where Owners, residents, family members and friends of Owners or residents, volunteer to help with cleanup or restoration of the Common Areas and Lots. This work can involve removal of fallen trees with chain saws and other power tools and vehicles – work which can cause injury. Owners, residents, family members and friends of Owners or residents and all volunteers hereby release, hold harmless and indemnify the Association (and its Officers, Directors, committee members, agents and employees) and other Owners for any and all future claims, causes of action, suits, damages, and demands whatsoever, in law or in equity, for personal injury relating to such volunteer work at the Executive Estates/Citrus Glen community. Owners, residents, family members and friends of Owners or residents and all volunteers are deemed to automatically release, hold harmless and indemnify the Association (and its Officers, Directors, committee members, agents and employees) and other Owners without the need to execute any other document. This Release, Hold Harmless and Indemnification includes releasing, holding harmless and indemnifying the Association (and its Officers, Directors, Committee members, agents and employees) and other Owners for any and all claims including slip and fall, electrocution, chain saw and power tool accidents, vehicle accident, and any and all other potential causes of personal injury which might occur.

**19.2 Severability.** The invalidity or unenforceability in whole or in part of any covenant,

restriction, any section, subsection, sentence, clause, phrase, word or other provision of this Declaration, or any recorded exhibit to this Declaration, shall not affect the remaining portions.

**19.3 Applicable Statutes.** The validity, application and construction of this Declaration and its recorded exhibits shall be governed by the Laws of Florida. The Project and the Association shall be subject to Chapter 720 of the Florida Statutes as amended from time to time.

**19.4 Conflicts.** If there is a conflict between any provision of this Declaration and the Florida Statutes, the Florida Statute shall control. If there is a conflict between this Declaration and the Association's Articles of Incorporation or Bylaws, the Declaration shall control

**19.5 Singular, Plural and Gender.** Whenever the context so requires, the use of the plural shall include the singular and the plural, and the use of any gender shall be deemed to include all genders.

**19.6 Headings.** The headings used in the Association documents are for reference purposes only and do not constitute substantive matter to be considered in construing the terms and provisions of these documents.

**19.7 Owner Request for Inspection and/or Copying of Records.** An Owner may request the official records of the Association. The Association shall provide access and copies as required by Chapter 720 of the Florida Statutes.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 29 day of January, 2013.

Witnesses (as to both):

EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Signature  
Stephen E. Carl  
Print Name

By: [Signature]  
Robert Foster  
Association President

[Signature]  
Signature  
Stephen E. Carl  
Print Name  
Robert B. Burr  
ROBERT B. BURR

Attest: [Signature]  
Chris Aromandi  
Association Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 29 day of January, 2013, by Robert Foster as President and Chris Aromandi, as Secretary of the EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.



SCOTT STRALEAU  
MY COMMISSION # DD 855946  
EXPIRES: March 24, 2013  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC, State of Florida

**AMENDED AND RESTATED BYLAWS OF  
EXECUTIVE ESTATES OF BOYNTON BEACH  
HOMEOWNERS ASSOCIATION, INC.**

**1. GENERAL:** These are the Amended and Restated Bylaws of EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., hereinafter the “Association,” a corporation not-for-profit organized under the laws of Florida for the purpose of operating the Association.

The Association is the homeowners association operating the Executive Estates community pursuant to the Declaration of Covenants, Conditions and Restrictions originally recorded at Official Records Book 5726, Page 992 of the Public Records of Palm Beach County, Florida.

Florida Statutes, Chapter 720: This Declaration, the Articles of Incorporation and the Bylaws shall be deemed automatically amended to conform to Florida Statutes, Chapter 720, as Chapter 720 is amended from time to time

**1.1 Principal Office.** The principal office of the Association shall be at 195 Temple Avenue, Boynton Beach, FL 33436 (Clubhouse). If the clubhouse is not usable then a nearby location will be selected by the Board of Directors.

**1.2. Definitions.** The terms used herein shall have the same definitions as stated in the Amended and Restated Declaration of Covenants and Restrictions.

**2. MEMBERS:**

**2.1 Qualification.** The members of the Association shall be the record owners of legal title to the Lots. In the case of a Lot subject to an agreement for deed, the purchaser in possession shall be deemed the Owner of the Lot solely for the purposes of determining voting and use rights. Membership shall become effective upon the recording in the Public Records of a deed or other instrument evidencing legal title to the Lot in the member.

**2.2 Voting Rights; Voting Interests.** The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes (“voting interest”) is equal to the total number of Lots. The vote of a Lot is not divisible. The Board of Directors may suspend voting rights of a member for the non-payment of regular assessments that are delinquent in excess of (90) ninety days. If a Lot is owned by one natural person, his/her right to vote shall be established by the record title to the Lot. If a lot is owned jointly by two or more natural persons who are not acting as trustees, that Lot’s vote may be cast by any one of the record Owners. If two or more owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If the Owner of a Lot is not a natural person or is a trustee, the vote of that Lot shall be cast by the Lot’s primary occupant pursuant to the Declaration or by the trustee if the Lot is owned by a trust.

**2.3 Approval or Disapproval of Matters.** Whenever the decision of a Lot Owners is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of such Lot at an Association meeting as stated in Section 2.2 above, unless the joinder of all record owners is specifically required.

**2.4 Change of Membership.** Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member’s membership becoming effective as provided in Section 2.1 above. The membership of the prior Owner shall thereby be automatically terminated.

**2.5 Termination of Membership.** The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his/her membership. It also does not impair any rights or remedies which the

Association may have against any former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

3. **MEMBERS' MEETINGS; VOTING.** Owners shall have the right to attend all membership meetings.

3.1 **Annual Members Meeting.** There shall be an annual meeting of the members in each calendar year. The annual meeting shall be held in Palm Beach County, Florida (see Section 1.1 of these Bylaws for meeting location), each year at such date and time determined by the Board of Directors for the purpose of transacting any business duly authorized to be transacted by the members. There shall be an election of Directors at the annual meeting, if an election is required.

3.2 **Special Members' Meetings.** Special members' meetings must be held whenever called by the President or by a majority of the Board of Directors, and must be called when demanded in writing by members having at least ten percent (10%) of the voting interests of the entire membership. Such request shall be in writing, stating the purposes or purposes of the meeting and shall be signed by all the members making the request. The business at any special members meeting shall be limited to the items specified in the request and contained in the notice of meeting.

3.3 **Notice of Members' Meetings.** Notice of all members' meetings must state the time, date and place of the meeting. The notice must either be mailed to each member at the address which appears on the books of the Association, furnished by personal delivery or where authorized by law via electronic transmission. In order for notice to be given via electronic transmission, the Owner must consent in writing to receiving notice via electronic transmission. This written consent to notice via electronic transmission may be revoked in writing at any time. The member bears the responsibility for notifying the Association of any changes of address or email address. The notice must be mailed, delivered or electronically transmitted at least fourteen (14) days before the meeting. Notice of any meeting may be waived in writing by any person entitled to receive such notice. Notice via electronic transmission shall be prohibited for meetings relating to recall.

3.4 **Election of Directors.** Directors shall be elected by the plurality of the votes cast; that is the candidates receiving the highest number of votes cast shall be declared elected. Cumulative voting is prohibited. Tie votes shall be decided by drawing lots, coin toss or other similar method chosen by the Board. A newly elected Director shall take office immediately upon the adjournment of the annual meeting. Owners may nominate themselves or other Owners from the floor as candidates for the Board of Directors. The Board may adopt a procedure for voting in election of directors by absentee ballot.

3.5 **Quorum.** A quorum at a member's meeting shall be obtained by the presence, either in person or by proxy, of persons entitled to cast at least thirty percent (30%) of the voting interests of the entire membership.

3.6 **Vote Required.** The acts approved by a majority of the votes cast at a duly called meeting of the members at which a quorum has been attained shall be binding upon all Lot Owners for all purposes, except where a greater or different number of votes is required by law or by any provision of the Association documents.

3.7 **Proxy Voting.** To the extent lawful, votes may be cast in person or by proxy. A proxy may be given by an person entitled to vote, but shall be valid only for the specified meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it is given, and the original proxy must be delivered to the Secretary. Holders of proxies need not be members of the Association. The Board of Directors shall create the proxy form to be used in members meetings, and alternate forms shall not be permitted.

3.8 **Adjourned Meetings.** Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. The adjournment of an annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken or written notice must be given of the new date, time

or place. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the adjourned date.

**3.9 Order of Business.** The order of business at members' meetings shall be substantially as follows:

- (A) Call to order by the President or Chairman of the meeting;
- (B) Call of the roll or determination of quorum;
- (C) Reading or disposal of the minutes of the last members' meeting;
- (D) Reports of the Officers;
- (E) Reports of Committees;
- (F) Appointment of Inspectors of Election and/or vote counters;
- (G) Determination of the number of directors to be elected;]
- (H) Counting of ballots in the election of directors, if necessary;
- (I) Unfinished Business;
- (J) New Business;
- (K) Adjournment.

**3.10 Minutes.** Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner in written form or in another form that can be converted into written form within a reasonable time.

**3.11 Recording.** An Owner may audio or video record Board of Directors or members meetings. The Board of Directors may adopt reasonable rules and regulations regarding audio or video recording of meetings. Recordings are confidential for access by the Owners within the Executive Estates community and not for the general public, and such recordings may not be posted to social networks such as Youtube, etc.

**3.12 Parliamentary Rules.** Roberts' Rules of Order (latest edition) may be used to guide the conduct of the Association's meetings.

**4. BOARD OF DIRECTORS:** The administration of the affairs of the Association shall be by the Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation and these Bylaws, shall be exercised by the Board subject to approval or consent of the Lot Owners only when such is specifically required.

**4.1 Number and Terms of Service.** The Board of Directors shall consist of five (5) Director positions. The Directors shall serve staggered two(2) year terms with the terms of either two(2) or three(3) Director positions coming up for election each year, unless there is an election to fill a vacancy. If there is an issue as to when a Director's term ends, the Board may decide the issue. A Director's term will end at the annual election at which his/her successor is to be duly elected, unless he/she resigns or is recalled by the Owners. In the case of a vacancy, as provided in 4.4 below.

**4.2 Qualifications.** Each Director must be a member of the Association. The voting representative of a corporation or other entity holding fee simple title to a Lot shall be deemed a member. No more than one person per Lot may be on the Board of Directors at any given time.

**4.3 Election of Directors.** The election of directors shall be conducted as set forth in Section 3.4 of these Bylaws. On the day of each annual election the members shall elect as many Directors as there are regular terms of Directors expiring.

**4.4 Vacancies on the Board.** If any Directorship becomes vacant for any reason, a successor or successors to fill the remaining unexpired term or terms shall be appointed or elected as follows:

(A) If a vacancy is caused by the death, disqualification or resignation of a Director, a majority of the remaining Directors, though less than a quorum, shall appoint a successor, who shall serve the remaining unexpired term of the seat being filled.

(B) If a vacancy occurs as a result of a recall and less than a majority of the directors are removed, the vacancy may be filled by appointment by a majority of the remaining Directors in accordance with Florida Statutes Chapter 720. If vacancies occur as a result of a recall in which a majority or more of the Directors are removed, the vacancies shall be filled in accordance with Florida Statutes Chapter 720, governing the method of selecting successors, and providing for the operation of the Association during the period of recall but prior to the designation of successor Directors sufficient to constitute a quorum.

**4.5 Removal of Directors.** Any or all Directors may be removed with or without cause by a majority of the total voting interests in accordance with Florida Statutes Chapter 720.

**4.6 Board of Director Meetings.** Meetings of the Board may be held at such time and place in Palm Beach County, Florida, (see section 1.1 for meeting location) as shall be determined from time to time by the President or a majority of the Directors. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Regular Board meetings typically occur on the last Tuesday of each month. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Board meetings are typically held in the clubhouse.

All meetings of the Board of Directors shall be open to Owners except for meetings between the Board and their attorney which would be governed by attorney-client privilege. Robert's Rules of Order (latest edition), or the simplified version of Robert's Rules of Order, may be used to guide the conduct of the Board Meetings.

**4.7 Notice of Board Meetings to Directors.** Notice of meetings shall be given to each Director personally, by mail, telephone, telegram or electronic transmission at least two (2) days prior to the day named for such meeting, except in an emergency. Any Director may waive notice of a Board meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

**4.8 Notice of Board Meetings to Owners.** A notice and agenda for each Board meeting shall be posted conspicuously in the community at least forty-eight (48) hours in advanced of each Board meetings, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed, delivered, or electronically transmitted to each member at least seven (7) days before, except in an emergency. Notice of all Special Meetings shall state the purpose of the Meeting. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

Fourteen (14) days notice must be given to each Owner of any Board meeting, at which either a special assessment or rules and regulations regarding Lot use will be considered. This notice shall include a statement that assessments (and the nature of the assessment) and/or rules and regulations will be amended.

**4.9 Quorum for Board Meetings.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a Quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted as unfinished business without further notice to the Directors.

**4.10 Voting by Directors.** There shall be no voting by proxy at any meeting of the Board of Directors. All Directors must vote, inclusive of the President, except in cases of an asserted conflict of interest. A vote or abstention from voting on each matter for each director present at a board meeting must be recorded in the minutes.

The acts approved by a majority of those Directors present at a Board meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles of Incorporation or these Bylaws.

A Director may join in the action of a Board meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

**4.11 Order of Business.** The order of business at regular Board of Directors meetings, as appropriate, shall be:

- (A) Calling of roll
- (B) Reading and disposal of any unapproved minutes
- (C) Reports of officers and committees
- (D) Unfinished business
- (E) New business
- (F) Adjournment

**4.12 Minutes of Meetings.** The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Owners and/or their authorized representative at any reasonable time. The aforesaid individuals shall have the right to make written notations from the minutes, and to receive photocopies thereof at the cost of the individual concerned.

**4.13 Compensation of Directors and Officers.** Except as otherwise provided, neither Directors nor Officers shall receive compensation for their services as such Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their duties.

**4.14 Committees.** The Board of Directors or President may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee.

## **5. OFFICERS:**

**5.1 Appointment of Officers.** The Executive Officers of the Association shall be a President, and a Vice-President, a Treasurer and a Secretary, all of whom shall be appointed annually by a majority of the Board of Directors. Any Officer may be removed with or without cause by vote of a majority of all Directors at any meeting. Any person, except the President, may hold two or more offices. The Board may, from time to time, appoint such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

**5.2 President.** The President shall be the Chief Executive Officer of the Association. The President shall preside or designate a Chairman to preside at all meetings of the members; preside over the Board of Directors Meetings; be ex-officio member of all standing committees; have general and active management of the business of the Association. On the Association's behalf, the President shall negotiate and execute contracts and agreements requiring signature of the Association, except where such are permitted by law to be otherwise signed and executed and the power to execute is delegated by the Board of Directors to some other office or agent of the Association.

Contracts that exceed 1% (one percent) of the annual budgeted assessments shall have majority approval of the Board unless that contract is a budgeted expense that does not exceed the budgeted amount by more than 5% (five percent) and does not involve a change in vendors from the prior year. Anything less than this amount may be approved by the President with the appropriate documentation returned to the Board at the next Board meeting.

**5.3 Vice-Presidents.** The Vice-President shall in the absence or disability of the President, perform the duties and exercise the powers of the President. The Vice-President shall perform such other duties as the Board of Directors shall assign.

**5.4 Secretary.** The Secretary shall attend all meetings of the Board of Directors and all meetings of the members. The Secretary shall cause all votes and the minutes of all proceedings to be recorded in a book or books to be kept for that purpose; shall perform like duties for the standing committees when required; give, or cause to be given, notice of all meetings of the members and of the Board of Directors and shall perform such other duties as may be prescribed by the Board or the President. The Secretary shall keep, in safe custody, the seal of the Association and, when authorized by the Board, affix the same to any instrument requiring it. Secretary shall be responsible for the proper recording of all duly adopted amendments to the Association documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

**5.5 Treasurer.** The Treasurer will work closely with the management company to monitor all financial transactions. The management company is the primary administrator of the budget.

The Treasurer is the custodian of the funds, securities and financial records of the Association. When the Association has a manager or other employee that actually handles the funds, then the treasurer's duties will include overseeing the appropriate employees to ensure that the financial records and reports are properly kept and maintained.

Unless the Bylaws otherwise specify, the treasurer is responsible for coordinating the development of the proposed annual budget and for preparing and giving the annual financial report on the financial status of the Association.

The Treasurer does not have the authority to bind the Association or the Board of Directors in dealing with third parties unless the Board has provided express authority for the Treasurer to do so.

As with the Association's Secretary, the Treasurer does not have to actually perform the day-to-day record keeping functions of the Association, but the Treasurer will ultimately be responsible for ensuring that the financial records of the Association have been maintained properly in accordance with good accounting practices.

**6. FISCAL MATTERS.** No matter what your position, every Board member and officer has a fiduciary duty to act in the best interest of the association as a whole. You must exercise sound business judgment, respect the Board's decisions, and avoid real and perceived conflicts of interest. In short, you must execute your responsibilities in good faith, with good judgment, without conflict, and by always putting the association's interest above your own.

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

**6.1 Depository.** The Association shall maintain its funds in insured accounts or investments with such institutions doing business in the State of Florida as shall be designated from time to time by the board. Withdrawal of monies from such accounts shall require signatures of two Board Members and must be authorized by the Board of Directors.

**6.2 Budget.** The Board of Directors shall adopt a budget of common expenses in advance for each calendar year for the Association. A copy of the budget shall be provided to the Owner or notice given to the Owner that a copy is available upon request at no charge to the Owner. The copy of the budget must be provided



within 10 business days after receipt of a written request. The budget shall be detailed and shall show the estimated revenues, expenses, surplus or deficit of the current year.

Copies of the budget and proposed assessments shall be transmitted to each member on or before the annual meeting, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

**6.3 Reserves for Capital Expenditures and Deferred Maintenance.** In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance established by the Board.

**6.4 Other Reserves.** In addition to the reserves provided in Section 6.3 above, the Board may establish one or more additional reserve accounts for contingencies, operating expenses, repairs, minor improvements or deferred maintenance. The purpose of these reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be reserved shall be shown in the proposed annual budget each year. These funds may be utilized for any legitimate Association purpose approved by the Board.

**6.5 Limitation Regarding Betterment or Capital Improvement.** Expenditure of greater than one percent (1%) of the annual budgeted assessments for new construction of a “betterment or capital improvement” shall require approval of the Association members, by the affirmative vote of sixty percent (60%) of those Owners present with voting interests in person or by proxy at any members meeting where a quorum is attained. The term “betterment or capital improvement” shall not include maintenance, repair or replacement of any item or element which the Association is responsible to maintain, repair or replace and shall not include periodic replacement and periodic installation of new ornamental plants and trees and landscaping elements. Further, the Board, in carrying out its duty of maintenance, repair and replacement, has the authority to select what the Board in its judgment determines to be the most practical, most durable, or most appropriate designs and materials, which may be different from what previously existed, and such changes in designs and materials shall not constitute a betterment or capital improvement even if there is an increase in the cost over the original designs and materials.

**6.6 Assessments.** Regular annual maintenance assessments based on the adopted budgets, shall be paid in monthly installments, in advance, due on the first day of each month of each year. Written notice of each monthly installment shall be sent to the members prior to the due date or one notice of maintenance assessments may be given for the entire fiscal year. Failure to send or receive such notice shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment. It shall be continued at such rate until a budget is adopted and pro rata assessments are calculated. At this time, any overage or shortage calculated shall be added or subtracted from each Lot’s next due monthly installment.

**6.7 Special Assessments.** Special assessments may be imposed by the Board to meet unusual, unexpected, unbudgeted or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments.

Once per year under emergency conditions as determined by the Board of Directors, a special assessment of up to \$200.00 per Lot may be imposed by the Board of Directors without Owner approval. The term “emergency conditions” means an unexpected cost such as cleanup, repair or restoration as a result of hurricane, fire or other casualty; repair or replacement of machinery or some other component which failed; unexpected increase in the insurance premium; etc.

Any special assessment over \$200.00 per Lot shall require affirmative vote of sixty percent (60%) of those Owners present with voting interests in person or by proxy at any members meeting where a quorum is attained. If Florida Statutes require a different percentage vote, that different percentage in Florida Statutes shall control. If there is a conflict between this section and any other provision in the Declaration, Articles of Incorporation or

Bylaws calling for a vote or approval of the Owners, this section shall supersede and prevail. Any such conflicting provisions shall be deemed amended to conform to this section.

**6.8 Financial Reports.** The Association shall have prepared a year end financial report in accordance with Chapter 720 of the Florida Statutes based on the amount of annual revenues. The Association shall, in accordance with Chapter 720 of the Florida Statutes provide each Owner with a copy of the financial report or give written notice that a copy of a financial report is available upon request at no charge to the owner. This report once prepared must be furnished to an Owner within ten (10) business days after receipt of a written request.

**6.9 Fiscal Year.** The fiscal year for the Association shall begin on the first day of January of each calendar year.

**6.10 Audit.** At the Annual Meeting of the Association, the members present with voting interests shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant. The cost of the audit shall be paid by the Association. Audits will comply with the Chapter 720 of the Florida Statutes.

**6.11 Fidelity Bonds.** Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds, but shall be at least the amount of the total of two monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

**7. RULES AND REGULATIONS:** The Board of Directors may, from time to time, adopt and amend rules and regulations governing the use, maintenance, management and control of the Common Area, Lots and the operation of the Association. Copies of such rules and regulations shall be furnished to each Owner. Any rule or regulation created and imposed by the Board must be reasonably related to the promotion of the health, happiness and peace of mind of the Owners. The Association may not unreasonably restrict an Owner's right to peaceably assemble or right to invite public officers or candidates for public office to speak in common areas.

**8. COMPLIANCE AND DEFAULT; REMEDIES:** In addition to the remedies provided in the Declaration of Covenants and Restrictions, the following provisions shall apply:

**8.1 Fines.** The Board of Directors may levy fines against Owners the Owners' or tenant(s), their family members, agent (s), guest(s), visitor(s), invitees(s), servant(s), etc. for violation of the Florida Statutes, the provisions of the Association Documents or Association's Rules and Regulations.

**A. Owner is Liable.** Each and every violation shall be the responsibility of, and attributed to the Owner (and his Lot) regardless of whether the offending party is in fact the Owner or the Owners' tenant(s), their family, agent (s), guest(s), visitor(s), invitees, servant(s), etc. As such the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

**B. Written Notice required; Contents.** No fine shall be imposed against an Owner of any violation unless, and until the offending party or parties (which always shall include the Owner has/have been given an opportunity to appear at a hearing on whether the fine should be levied. The Association shall provide at least fourteen (14) days notice to the offending party or parties that they have an opportunity to appear at a hearing on whether the fine should be levied. Notice sent to the Lot of the Owner involved shall suffice as notice. A Fining Committee shall be appointed by the Board. The Committee shall consist of at least three (3) members who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director or employee.

**C. Level of Fines.** A fine for each violation shall be in the amount not to exceed \$100.00 or as amended by law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The maximum aggregate fine may exceed \$1000.00 per violation but will not exceed \$2,500 per violation or the maximum amount allowable under Florida Statutes, whichever is greater. The

Association may also recover attorney's fees and costs pursuant to Section 17.3 of the Declaration. If Florida Statutes allow fines to be imposed as assessments, the Association shall be permitted to impose fines as assessments against the offending Owner and the Owner's Lot collectable as any other assessment.

**D. Hearing Before the Committee.** The person against whom the fine(s) is being levied shall have an opportunity at the hearing to present reasons why a fine(s) should not be levied. The fine(s) must be approved by a majority vote of the Committee.

**E. Ratification of Fine.** The fine(s) shall be ratified by the Board of Directors.

**F. Collection of the Fine.** Once a fine is deemed to be due and owing, the Board of Directors shall provide written notice to the Owner of the fine due and owing, with due date for payment.

**G. Suspension for Non-Payment of Monetary Obligation.** The Board of Directors of the Association shall be permitted to suspend the right to use of the Common Area of any member (including his family members, lessees, guests, etc.) during any period in which the member shall be delinquent in the payment of a monetary obligation due the Association. Such suspension may be made by the Board of Directors without having to follow the notice and hearing procedures under Section 8.1 of these Bylaws, unless required by Chapter 720 of the Florida Statutes. Suspension of common area use rights shall not impair the right of an Owner or tenant to have vehicular and pedestrian ingress to and egress from the lot including, but not limited to the right to park. However, the Association shall not be precluded from denying ingress or egress to guests.

**H. Suspension for Violation of Governing Documents or Rules.** The Association may also, if permitted by Chapter 720 of the Florida Statutes, suspend the use rights of an Owner (including his family members, lessees, guests, etc.) to the Common Area for violation of the Governing Documents or Rules and Regulations or Law, other than delinquency in payment of a monetary obligation due the Association. In connection with such suspension, all provisions regarding notice and Committee hearing as provided for in this Section 8.1 shall apply, as if the suspension were deemed to be a fine. Suspension of common area use rights shall not impair the right of an Owner or tenant to have vehicular and pedestrian ingress to and egress from the lot including, but not limited to the right to park. However, the Association shall not be precluded from denying ingress or egress to guests.

**8.2 Availability of Remedies.** Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other legal remedies. It is the intent of all members to give the Association methods and procedures which will enable the Association to operate on a businesslike basis, to collect those monies due it and to preserve the majority's right to peaceably enjoy the community. The Association shall be entitled to any and all remedies set forth in Florida Statute 720.305, as amended from time to time.

**9. AMENDMENT OF BYLAWS.** Except as otherwise provided in the Declarations of Covenants and Restrictions, amendments may be proposed and adopted in the following manner:

**9.1 Proposal.** Amendments to these Bylaws may be proposed by a majority of the Board or upon written petition to the Board signed by at least one-fourth (1/4) of the voting interests.

**9.2 Procedure.** Upon any amendment or amendments to these Bylaws being proposed by said Board or Lot Owners, such proposed amendment or amendments shall be submitted to a vote of the Owners.

**9.3 Vote Required.** Except as otherwise provided by law, or by specific provision of the Association's governing documents, these Bylaws may be amended by an affirmative vote of sixty percent (60%) of those owners present with voting interests in person or by proxy at any members meeting where a quorum is attained. If Florida Statutes require a different percentage vote, that different percentage in Florida Statutes shall control. If there is a conflict between this section and any other provision in the Declaration, Articles of Incorporation or Bylaws calling

for a vote or approval of the Owners, this section shall supersede and prevail. Any such conflicting provisions shall be deemed amended to conform to this section.

This may occur at any annual or special meeting called for the purpose, provided that notice of any proposed amendment has been given to the members in accordance with law.

**9.4 Recording; Effective Date.** A copy of each adopted amendment shall be attached to a certificate attesting that the amendment was duly adopted. The certificate shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the Public Records of Palm Beach County, Florida. The certificate must identify the book and page of the Public Records where the Declaration of Covenants and Restrictions is recorded.

**10. MISCELLANEOUS.**

**10.1 Gender.** Whenever the masculine or singular form of a pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

**10.2 Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

**10.3 Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration of Covenants and Restrictions or Articles of Incorporation, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this 29 day of January, 2013

Witnesses (as to both):

EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

Stephen E. Carl  
Signature  
Stephen E. Carl  
Print Name

By: [Signature]  
Robert Foster  
Association President

Stephen E. Carl  
Signature  
Stephen E. Carl  
Print Name  
Robert B. Buir  
Robert B. Buir

Attest: [Signature]  
Chris Aromandi  
Association Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 29 day of January, 2013, by Robert Foster as President and Chris Aromandi, as Secretary of the EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation. They are personally known to me or have produced N/A as identification.



SCOTT STRALEAU  
MY COMMISSION # DD 855946  
EXPIRES: March 24, 2013  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires:



CFN 20150116712  
OR BK 27437 PG 0354  
RECORDED 04/01/2015 14:51:14  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0354 - 358; (5pgs)

This document was prepared by  
and should be returned to:  
Robert B. Burr, Esq.  
St. John Rossin & Burr, PLLC  
1601 Forum Place, Suite 700  
West Palm Beach, FL 33401  
561-655-8994  
WILL CALL BOX #110

**NOTICE REGARDING MARKETABLE RECORD TITLE ACT  
FOR EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.**

**THIS NOTICE REGARDING MARKETABLE RECORD TITLE ACT FOR EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.** is made this 31<sup>st</sup> day of March, 2015, by the President and Secretary of EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. ("Association"). The post office address for the Association is c/o Gulfstream Services Management, Inc., P. O. Box 24-4225, Boynton Beach, Florida 33424-4225.

**W I T N E S S E T H:**

1. This Notice Regarding the Marketable Record Title Act is recorded by the Association pursuant to Chapter 712, Fla. Stat.

2. The Association is subject to the governing documents and covenants and restrictions (hereinafter collectively "governing documents and covenants and restrictions") listed on below.

3. The legal description of the land affected by this Notice is as follows:

Executive Estates according to the Plat recorded at Plat Book 60, Pages 125-127, of the Public Records of Palm Beach County, Florida

Citrus Trails according to the Plat recorded at Plat Book 60, Pages 128-130, of the Public Records of Palm Beach County, Florida

NOW, THEREFORE, the President and Secretary of the Association hereby certify that:

4. The governing documents and covenants and restrictions listed below shall be preserved and protected from extinguishment by operation of Chapter 712, of the Florida Statutes which is the marketable record title act. The governing documents and covenants and restrictions listed below as may be amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence.

5. The preservation of the governing documents and covenants and restrictions listed below has been duly approved at a meeting by at least two-thirds (2/3) of the Board of Directors at a meeting duly noticed and conducted in accordance with the requirements of Chapter 712, Fla. Stat. and the governing documents of the Association.

<u>Instrument</u>	<u>Official Records Book and Page in the Public Records of Palm Beach County, Florida</u>
Declaration of Covenants, Conditions and Restrictions of Executive Estates, Articles of Incorporation and Bylaws of the Association	O. R. Book 5726, Page 992
Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates	O. R. Book 6218, Page 485
Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates	O. R. Book 6948, Page 1626
Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates	O. R. Book 7280, Page 1955
Amendment to Bylaws of the Association	O. R. Book 7280, Page 1958
Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates	O. R. Book 8347, Page 140
Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates	O. R. Book 8347, Page 144
Amendment to Bylaws of the Association	O. R. Book 9654, Page 889
Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates and the Articles of Incorporation and Bylaws of the Association	O. R. Book 25129, Page 530
Amended and Restated Declaration of Covenants, Conditions and Restrictions for Executive Estates and Amended and Restated Bylaws of the Association	O. R. Book 25790, Page 929

6. Attached hereto and incorporated herein as EXHIBIT "A" is an Affidavit for Notice Regarding Marketable Record Title Act which attests to the required notice being given to the Association Members in accordance with Chapter 712, Fla. Stat.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 31 day of March, 2015.

EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.

Stephen E. Carl

Witness (as to both)

Stephen E. Carl

Printed Name

Jill W Connolly

Witness (as to both)

Jill W Connolly

Printed Name

By: [Signature]

Robert Foster, President

Attest: [Signature]

Chris Aromandi, Secretary

STATE OF FLORIDA )  
 ) ss  
COUNTY OF PALM BEACH )

The foregoing Notice Regarding Marketable Record Title Act was acknowledged before me this 31 day of MARCH, 2015, by Robert Foster as President, and Chris Aromandi as Secretary, of Executive Estates of Boynton Beach Homeowners Association, Inc., on behalf of said Corporation. The signatories are personally known to me or they have produced N/A as identification.

WITNESS my signature and official seal at 8:15 PM, in the County of Palm Beach, State of Florida, the date and year last aforesaid.

(SEAL)



SCOTT STRALEAU  
MY COMMISSION # FF 001500  
EXPIRES: March 24, 2017  
Bonded Thru Budget Notary Services

[Signature]

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires:

**EXHIBIT "A"**

**AFFIDAVIT FOR NOTICE REGARDING MARKETABLE RECORD TITLE ACT  
FOR EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS  
ASSOCIATION, INC.**

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared, Robert Foster, the Affiant, who states:

1. The Affiant is a member of the Board of Directors of EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC. ("Association") and is the President of the Association.

2. The Association as required by Chapter 712 of the Florida Statutes, caused a statement of marketable record title in substantially the following form to be mailed or delivered to the Members of the Association not less than seven (7) days prior to the meeting of the Board of Directors to approve the preservation of the governing documents, covenants and restrictions:

"STATEMENT OF MARKETABLE TITLE ACTION: Executive Estates of Boynton Beach Homeowners Association, Inc. (the "Association") has taken action to ensure that the governing documents and covenants and restrictions recorded set forth below and as may be amended from time to time, currently burdening the property of each and every member of the Association, retain their status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association."

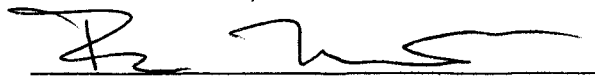
<u>Instrument</u>	<u>Official Records Book and Page in the Public Records of Palm Beach County, Florida</u>
Declaration of Covenants, Conditions and Restrictions of Executive Estates, Articles of Incorporation and Bylaws of the Association	O. R. Book 5726, Page 992
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Amendment to Declaration of Covenants, Conditions and Restrictions of Executive Estates	O. R. Book 6948, Page 1626
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Amended and Restated Declaration of Covenants, Conditions and Restrictions for Executive Estates and Amended and Restated Bylaws of the Association	O. R. Book 25790, Page 929

Executed this 31<sup>st</sup> day of March, 2015.

EXECUTIVE ESTATES OF BOYNTON  
BEACH HOMEOWNERS  
ASSOCIATION, INC.


  
Robert Foster, President

SWORN TO and SUBSCRIBED before me this 31 day of MARCH, 2015, by Robert Foster as President of Executive Estates of Boynton Beach Homeowners Association, Inc. on behalf of the corporation, who is personally known to me or produced N/A as identification.



SCOTT STRALEAU  
MY COMMISSION # FF 001500  
EXPIRES: March 24, 2017  
Bonded Thru Budget Notary Services

(SEAL)

  
NOTARY PUBLIC, State Of Florida at  
Large  
My Commission Expires:

**EXECUTIVE ESTATES OF BOYNTON BEACH HOMEOWNERS ASSOCIATION, INC.**

**RESOLUTION ADOPTING RULES AND REGULATIONS OF THE ASSOCIATION**

**WHEREAS**, the Executive Estates of Boynton Beach Homeowners Association, Inc. ("Association") owns the common areas within the Citrus Glen Community.

**WHEREAS**, concerns have been raised about people walking or being present at night along the lake banks and common areas around the lakes. The common areas around the lakes in many instances run along the rear patio areas of residents' homes.

**WHEREAS**, further concerns have been raised about people who are not residents of Citrus Glen Community entering along these common areas around the lakes, and further, such non-residents fishing in the lakes which are an amenity for Citrus Glen residents.

**WHEREAS**, there are further concerns about people taking and not releasing fish and thus depleting the lakes as an amenity for the Citrus Glen residents.

**WHEREAS**, the Board of Directors has authority pursuant to Section 7 of the Amended and Restated Bylaws, to adopt the Rules and Regulations regarding the common areas.

**WHEREAS**, the Association wishes to adopt certain reasonable Rules and Regulations regarding entry around the 3 Lakes (Retention Ponds) within the Citrus Glen Community and Fishing of same.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors adopts the following rules regarding entry onto the common areas around the 3 lakes and fishing within the Community of Citrus Glen:

**Common Area access around the 3 Lakes (Retention Ponds):**

**The Owner(s) of a Lot (as well as the family members, tenants and guests of the Lot) shall not enter the Common Areas around the 3 Lakes (Retention Ponds) between Sunset and Sunrise.**

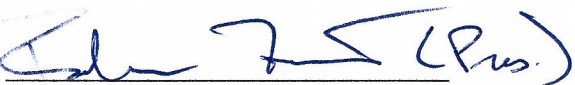
**The Owner(s) of a Lot (as well as the family members, tenants and guests of the Lot) shall not Fish in those lakes between Sunset and Sunrise.** Additionally, all fishing is limited to Catch and Release only and no fish shall be taken from the lakes by anyone at any time.


At any time, anyone other than the Owner(s) of a Lot (as well as the family members, tenants and guests of the Lot, authorized vendors performing work within the community, or public officials carrying out a duty) found to be in the Citrus Glen Community will be considered as Trespassing on Private Property and the police may be called.

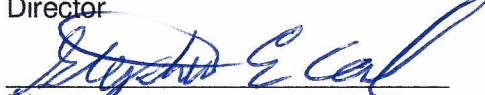
It is the responsibility of the Lot Owner to notify the Board if the Owner is observing the above described rules being violated.

The Association shall have the authority to request verbally or in writing that anyone not following the above described rules to leave the area. Once the notice is given, the Association need not to give notice again. Persons entering the common areas around the Lakes in violation of these rules shall be subject to removal and, if appropriate, action by local law enforcement. The remedy described is in addition to all other remedies of the Association."

Adopted by the Board of Directors this 30<sup>th</sup> day of **June, 2015.**

  
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Director

  
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Director

  
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Director

  
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Director

  
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Director