

DECLARATION OF RESTRICTIONS

OF

CAMINO LAKES UNITS 1 AND 2

THIS DECLARATION OF RESTRICTIONS, made this 19th day of April, 1977, by ROYAL LAND COMPANY OF BOCA RATON, a Florida corporation, hereinafter referred to as the Declarer, which term shall include when used herein, whenever the context so requires or admits, their successors and assigns:

WITNESSETH:

WHEREAS, the Declarer is the owner in fee simple of the following described land, situate in the County of Palm Beach, State of Florida, to wit:

Camino Lakes Units 1 and 2, a subdivision according to the plat thereof, recorded in Plat Book 32, Page 37, 38 and 39 of the Public Records of Palm Beach County, Florida:

SAID lands situate and being in the City of Boca Raton, Florida, County of Palm Beach and State of Florida;

AND, WHEREAS, the Declarer intends and desires to establish restrictive covenants for the benefit and protection of said land and future home owners of CAMINO LAKES UNITS 1 AND 2,

NOW, THEREFORE, for and in consideration of the foregoing premises, and for and in further consideration of the acceptance in said subdivision, CAMINO LAKES UNITS 1 and 2, the Declarer hereby agrees as follows:

ARTICLE I – GENERAL PROVISIONS

The word “restrictions”, as hereinafter used, shall be defined and construed to include and mean covenants, agreements, conditions, provisions, easements and charges herein set forth.

The word “declarer”, as hereinafter used, shall be defined and construed to mean and include ROYAL LAND COMPANY OF BOCA RATON, its successors, assigns, and designees.

The word “owner”, as hereinafter used, shall be defined and construed to mean and include any owner of fee simple title to a lot or parcel of land in CAMINO LAKES UNITS 1 and 2, except for road right-of-way, and the like.

The Declarer shall have the right to construe and interpret these restrictions and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.

No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, and the invalidity of any provision hereof shall in no way limit the other provisions which shall remain in full force and effect.

ARTICLE II – NUISANCES

No rubbish, garbage, debris or material shall be deposited on any of the land included in said subdivision except building material during the course of construction of the site, but in no event shall any materials be so deposited more than thirty (30) days prior to construction.

No sign of any character shall be displayed upon or about any lot in or on part of said plot or lot without the written permission of the Declarer. (Revised 1-25-99 to read “Deed restrict for signs should be no larger or smaller than 11x14 and can be placed only on the inside of a window. Should this restriction be violated the chain of action will be: 1) Report 2) Registered letter informing of the violation and notification of fine to follow as of a specific date. Fine to be \$50.00 per day. 3) Place lien against property.”)

ARTICLE III – USE OF LAND

The Declarer hereby classifies and designates CAMINO LAKES UNITS 1 and 2 as a community for dwellings of one family occupancy.

No docks or structures of any kind whatsoever shall be erected, constructed or permitted below or beyond the bulkhead of any canal or waterway, unless the Declarer has consented thereto by written instrument under seal.

ARTICLE IV – APPROVAL OF PLANS BY ARCHITECTURAL COMMITTEE

No building, fence, hedge, wall, walk, dock, swimming pool, seawall or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to, or change, or alteration therein be made, until the plans and specifications, showing the materials, color, scheme, location of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Architectural Committee of the CAMINO LAKES HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the Architectural Committee) and a copy thereof as finally approved, lodged permanently with the Architectural Committee. The Architectural Committee shall have the right to refuse to approve any such plans and specifications or grading plan, which are not suitable or desirable, in its opinion, for purely aesthetic or any other reason or reasons; and in so passing upon such plans, specifications and grading plan, shall have the right to take into

consideration the suitability of the proposed building or other structure and of the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures as planned, on the outlook from the adjacent or neighboring property. Should the Architectural Committee fail to approve or disapprove any plans and specifications, and the plot plans submitted to them by the owner of any tract or tracts described herein within thirty (30) days of written request therefore, then such approval of the committee shall not be required; provided however, that no building or other structure shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration of Restrictions.

ARTICLE V – PROPERTY OWNERS ASSOCIATION

Any purchaser of property within the area covered by this Declaration of Restrictions shall, upon purchase of said property, become a member of CAMINO LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, and shall be entitled to all incidents of membership in said property owners association, and purchaser and his property shall be burdened by all obligations and responsibilities of membership in said property owners association. A copy of Articles of Incorporation of CAMINO LAKES HOMEOWNERS ASSOCIATION, INC., and the By-Laws pertaining thereto are attached hereto and made a part hereof by reference as Exhibit A.

ARTICLE VI – RIGHT TO ENFORCE

The provisions herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Declarer or the owner of any land included in said subdivision, and failure by the Declarer or any landowner, however, long continued, to object to any violation or to enforce any restrictions, condition or covenant herein contained, shall in so event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto. Any expense incurred in enforcing the provisions herein contained shall be paid by the defaulter.

ARTICLE VII – DURATION OF RESTRICTIONS

All of the restrictions, conditions, covenants, charges, easements and agreements contained herein, shall be in perpetuity.

ARTICLE VIII – OWNERSHIP, ASSESSMENTS AND LIENS

In the event that any owner of any lot or parcel of real property located in CAMINO LAKES UNITS 1 and 2 has failed to comply with the requirements of any terms, conditions or provisions of this Declaration, then he shall be a member in bad standing.

No lot, nor any part thereof, in CAMINO LAKES UNITS 1 and 2, shall be sold, conveyed or leased to or by any member in bad standing of CAMINO LAKES UNITS 1 and 2 HOMEOWNERS ASSOCIATION, INC. All new buyers will automatically become members in good standing of the CAMINO LAKES HOMEOWNERS ASSOCIATION, INC. when he purchases from a member in good standing. All new Buyers purchasing from a member in bad standing will be in bad standing since the standing stays with the land. Declarer makes this a condition to all conveyances made in CAMINO LAKES UNITS 1 and 2, so as to provide that the subdivision will be occupied by congenial persons and to insure proper and beneficial development of Declarer's land. The by-laws, rules and regulations from time to time promulgated by CAMINO LAKES HOMEOWNERS ASSOCIATION, INC., shall be binding upon its members as if set forth herein, effective upon the recording hereof.

Each owner hereby agrees that there shall be assessed, and hereby is assessed, against each lot or part thereof in CAMINO LAKES UNITS 1 and 2 subdivision the beginning sum of \$36.00 per year, per lot, or part thereof ratably apportioned payable annually in advance on or before the first day of January each and every year hereafter, to be paid to the Developer or the Association in the absence of the Developer, to be used for one or more of the following purposes:

1. The planting, care and maintenance of all planting and buffer zones or parcels.
2. Cleaning, mowing, removal of debris, from any lot or planting or buffer zone of parcel, in the subdivision with the cost thereof to be billed and repaid by the owner involved as hereinabove provided.
3. Repair and maintenance of any street, alleyway, or easement within the subdivision if such be, in the opinion of the Developer or Association, required and the same is not accomplished by appropriate governmental authority.
4. The ownership of the lake located within the legal boundaries of CAMINO LAKES UNITS 1 and 2 shall be and is hereby declared by the owner to be a common area, and is herewith and hereby conveyed and bestowed by the owner unto the Association of all of the owners of the land in said subdivision together with the imposition upon said Association of the full responsibility for the maintenance and upkeep of said body of water in a pollution free and wholesome condition.
5. Such other purposes as may be determined by the Developer or Association to aid and effect the keeping of high standards of the subdivision, including, but not limited to providing guard services, additional garbage and/or trash pickups and the like.

Each owner of every lot and parcel hereby agrees that the sum assessed annually may be increased in any of the following methods:

1. The increase does not exceed 115 percent of the previous year's assessment, then a majority of the Board of Directors of the CAMINO LAKES HOMEOWNERS ASSOCIATION, IINC. May adopt such assessment, such assessment shall be binding upon each lot or parcel covered by these restrictions.
2. In the event the assessment is to exceed 115 percent of the previous year's assessment, then it may be increased in either of the following manners:
 - a. By a vote of 75 percent of the members of CAMINO LAKES HOMEOWNERS ASSOCIATION, INC., or
 - b. A vote of 60 percent of the members of the CAMINO LAKES HOMEOWNERS ASSOCIATION, INC. and a two-thirds majority vote of the Board of Directors of CAMINO LAKES HOMEOWNERS ASSOCIATION, INC.
3. Assessment may be lowered at any time by a majority vote of the Board of Directors of CAMINO LAKES HOMEOWNERS ASSOCIATION, INC.

In the event that any owner of any lot or parcel of real property located in CAMINO LAKES UNITS 1 and 2, has failed to comply with any requirements of this Declaration requesting the payment of fees and/or dues, and such non-payment shall continue for sixty (60) days, then the Association shall have the right to file a lien against such owners' property in the amount of the unpaid fees or dues, plus the recording costs for filing such lien and reasonable attorneys' fees attendant therewith. Each owner of a lot or parcel acknowledges the right to such lien for such assessment on behalf of CAMINO LAKES HOMEOWNERS ASSOCIATION, INC.

The Association may thereafter take all appropriate legal action to enforce this lien. The owners shall be responsible for all additional costs including, but not limited to interest at the highest rate of interest allowed by law, plus court costs and attorneys' fees to enforce said lien.

ARTICLE IX – RIGHT TO ASSIGN

Any or all of the rights and powers, charges, title, trusts, and estates reserved or created in, or given to the Declarer in this Declaration may be freely assigned by Declarer to its successor, assignor or designee. Such successor, assignor or designee shall have all the right, charges, powers, title and estates of Declarer. Any such assignment of transfer shall be made by an appropriate instrument in writing in which the

assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by Declarer. Any such assignment or transfer shall conditionally be made by Declarer and during the pendency of any such conditional assignment or transfer, such conditional assignee or transferee must consent to any modification of the restrictions and any modifications during the pendency of such conditional assignment or transfer shall be null and void.

ARTICLE X – RIGHT TO MODIFY

The Declarer, its successors or assigns, hereby expressly reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained in the Articles as to any lot or part of said CAMINO LAKES UNITS 1 and 2. The Declarer may make such annulment, waiver, change or modification in its discretion only upon the favorable vote of a majority in number of the then owners of lots in CAMINO LAKES UNITS 1 and 2.

ARTICLE XI – ARCHITECTURAL COMMITTEE

To further insure the continued development is of the high standard established for CAMINO LAKES UNITS 1 and 2 residential areas, the Declarer shall cause to be established through CAMINO LAKES HOMEOWNERS ASSOCIATION, INC., an Architectural Committee to implement this Declaration of Restrictions. The Architectural Committee shall have the authority to approve or disapprove all plans and specifications and otherwise guide the development of the subdivision as planned and restricted herein. The members of the Architectural Committee shall be appointed and the committee shall be constituted as described in the By-Laws attached hereto as Exhibit A.

ARTICLE XII – SUPPLEMENTAL RESTRICTIONS

A dwelling house shall contain a living area of 2,000 square feet or larger, plus a mandatory two (2) car garage. In the computation of such square footage area, all parts included within the house are to be counted including any atriums or other similar open areas.

Roofs and overhangs must be specifically approved. These specifications may vary as determined by the Architectural Committee, inasmuch as these restrictions are intended to preserve the quality of construction detailing and the aesthetic character of CAMINO LAKES UNITS 1 and 2.

No trucks, no commercial-type vehicles and no boats shall be visibly stored or parked on any residential street in said subdivision except service vehicles working at the residence. (Revised 1-25-99 to read, “including motor homes”.)

No lot or parcel shall be increased in size by filling in the water in abuts. The elevation of a lot will not be changed so as to materially affect the surface elevation or grade of the surrounding lots. No excavation shall be made with the construction or erection thereon of a structure as herein provided.

ARTICLE XIII – MINIMUM LANDSCAPING AND MAINTENANCE

Owner shall, upon completion of a residence on any lot, be responsible for minimum landscaping to be planted as follows:

- A. Four (4) major trees with a trunk diameter of at least two (2) inches or more when measured at a point four and one-half (4 ½) feet above the ground level and having an overall height of at least ten (10) feet when planted.
- B. Shrubs in front of house shall be provided and minimums to be approved by Architectural Committee at time of submission of plans for approval pursuant to Article IV.
- C. Following construction and landscaping, the remainder of all lots and parkways are to be fully sodded and sprinklered with city water.

The owners thereof shall likewise maintain all their hedges, lawns, plants and shrubs in a neat and trim condition at all times. All water owners of lots or plot on water must not block their neighbors view within the rear set backs.

ARTICLE XIV – GARBAGE DISPOSAL, CLOTHESLINES, UNDERGROUND WIRING AND ANTENNAE

Owner will provide a place for containers holding all garbage and rubbish. Such containers shall be fully enclosed, covered and not visible to the neighbors.

Owner shall not place upon his premises clotheslines.

No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any lot unless the same shall be contained by conduits, and as to any part or parts of said wires or lines which shall be without the dwelling house, the same shall be constructed or placed and maintained underground. No outside antennae allowed.

ARTICLE XV – LADDERS ON SEAWALLS

Owners on waterfront lots with seawalls shall install or cause to be installed at time of construction on lots, ladders on seawalls or docks approved by the Architectural Committee in Article IV.

ARTICLE XVI – MORTGAGEES PROVISIONS

In order to induce institutional lenders, banks, savings and loan associations, insurance companies, mortgage companies and investment trusts, to make individual mortgage loans upon lots in the subdivision, the Association's right to assess a lot, the title of which has been acquired by an institutional lender, who retains said title and likewise during the time the institutional lender retains said title, either by way of foreclosure or deed in lieu of foreclosure, shall be abrogate in any such institutional lender taking title by foreclosure or deed in lieu of foreclosure shall be deemed at the time of taking title to have no obligations for any past payment of assessments or any assessments made or levied during the time of holding of such title. Upon disposal in any manner of a lot acquired by the institutional lender, by foreclosure or deed in lieu of foreclosure, or when such lot is under lease, the Association's right to make assessments against such lot and its right to impress a lien thereon shall be fully restored.

These restrictions may not be amended without the consent of the institutional lenders holding seventy-five percent of the first mortgages upon lots in the subdivision.

Realty Growth Investors, a real estate investment trust, has a mortgage on all the property covered by this Declaration of Restrictions. Neither the approval of Realty Growth Investors of this Declaration of Restrictions nor the fact that this mortgagee is aware that Declarant intends to record the Declaration of Restrictive Covenants, shall cause the lien of mortgagee's mortgage to be subordinate to contract purchasers of lots, but said mortgage shall be and remain a first lien superior to the rights of contract purchasers and of the Declaration of Restrictions.

ARTICLE XVII – ACCESS TO THE CITY OF BOCA RATON

That access to all such bodies of water shall be provided to the City of Boca Raton, its agents, employees and designees for the purpose of testing, and inspection of such waters as to their condition or state of pollution, which is found to exist, shall be sufficient basis for the City to declare such lakes or ponds to be a public nuisance. In such cases the City shall have full power and authority to abate such nuisances in any manner provided by the law including the power to require the Association of Owners of the subservient property to undertake any and all corrective action at their own expense or by the City itself undertaking to do such work as may be required to return such body of water to a pollution free and satisfactory condition, and by means of special assessment procedures, assess back the costs thereof to the Association of the Owners of the land surrounding said body of water in direct proportion to their respective ownership of lake frontage on the lineal front foot basis.