



P.O. BOX 274
BOCA RATON, FLORIDA 33429-0274

DEED
RESTRICTIONS
AND
BY-LAWS

Published May, 2022

TABLE OF CONTENTS

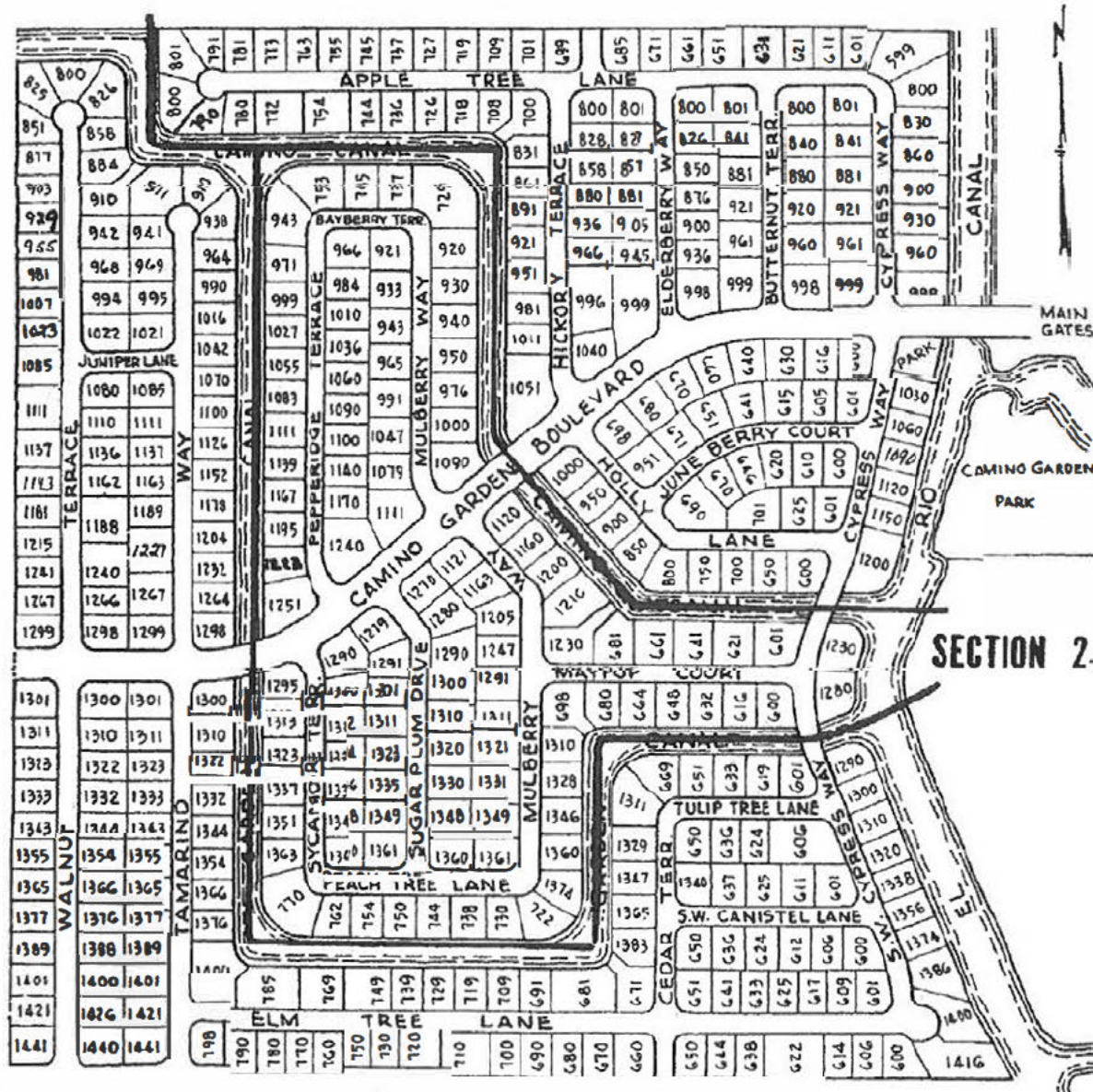
<u>Articles/Sections</u>	<u>Page #</u>
CERTIFICATE OF RECORDING	1
ARTICLE I – DEFINITIONS	2
1. Articles	2
2. Assessments	2
3. Association	2
4. Board	2
5. Bylaws	2
6. Camino Gardens	2
7. Common Area	2
8. Common Expenses	3
9. Declarer	3
10. General Assessments	3
11. Institutional Lender	3
12. Lot	3
13. Member	3
14. Owner	3
15. Plats	4
16. Rules and Regulations	4
17. Special Assessments	4
ARTICLE II – PROPERTY SUBJECT TO THIS DECLARATION	4
1. Legal Description	4
2. Annexation of Additional Lands	4
3. Declarer's Right to Add Additional Property or to Withdraw Property	4
ARTICLE III – CAMINO GARDENS ASSOCIATION, INC.	5
1. Membership	5
2. Voting Rights	5
3. Common Area; Duties and Obligations of the Association	6
4. General Powers	8
5. Rules and Regulations	8
ARTICLE IV – LOT MAINTENANCE; ARCHITECTURAL COMMITTEE AND APPEARANCE COMMITTEE	8
1. Maintenance	8
2. Architectural Committee	8
3. Appearance Committee	10
ARTICLE V – COVENANT FOR ASSESSMENTS	10
1. Lien and Personal Obligation for Assessments	10
2. Purpose of Assessments	11
3. Date of Commencement of General Assessments; Due Dates	11
4. Special Assessments	11
5. Trust Funds	12
6. Roster: Notice	12
7. Working Capital Contribution	12

ARTICLE VI – EASEMENTS	13
1. Utility Easements	13
2. Prohibition Against Grants of Additional Easements	13
3. Members Easements	13
4. Easements Appurtenant	14
5. Limited Public Easements and Dedications	14
ARTICLE VII – GENERAL RESTRICTIVE COVENANTS	15
1. Land Use	15
2. Garages	15
3. Vehicles	15
4. Outside Storage of Personal Property	16
5. Portable Buildings	16
6. Garbage and Trash	16
7. Pets	16
8. Landscaping	17
9. Maintenance	17
10. Clotheslines and Outside Clothes Drying	17
11. Nuisances and Compliance With Law and Local Ordinances	18
12. Outside Antennas, Satellite Dishes and Signage	18
13. Storage Tanks and Air Conditioning Units	18
14. Oil and Mining Operations	18
15. Fences and Walls	18
16. Drainage	19
17. Single-Story	19
18. Visibility at Intersections	19
19. Change in Buildings or Improvements	19
20. Leasing	19
21. Waiver	20
ARTICLE VIII – ENFORCEMENT	20
1. Monetary Default and Collection of Assessments	20
2. Non-Monetary Default	22
ARTICLE IX – TERM OF DECLARATION	24
1. Duration	24
2. Relation Back	24
ARTICLE X – AMENDMENTS	25
ARTICLE XI – GENERAL PROVISIONS	25
1. Effect of Revitalized Declaration	25
2. Conflict with Articles or Bylaws	25
3. Authority of Association and Delegation	25
4. Severability	25
5. Written Consent	25

The map presented below is simply a convenience guide to locations of properties.

CAMINO GARDENS

SECTION 1



SECTION 3

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Ste. 200
Boca Raton, FL 33487
(561) 994-4499

**CERTIFICATE OF RECORDING
OF THE RESTATED DECLARATION OF RESTRICTIONS FOR CAMINO GARDENS,
THE RESTATED ARTICLES OF INCORPORATION OF
CAMINO GARDENS ASSOCIATION, INC. AND THE RESTATED BYLAWS
OF CAMINO GARDENS ASSOCIATION, INC.**

I HEREBY CERTIFY that the documents attached as Exhibit "A" to this Certificate were duly adopted as the Restated Declaration of Restrictions for Camino Gardens, the Restated Articles of Incorporation of Camino Gardens Association, Inc. and the Restated Bylaws of Camino Gardens Association, Inc. The original Declaration of Restrictions for Camino Gardens is recorded in Official Records Book 23661, at Page 1353, in the Public Records of Palm Beach County, Florida. The Amended and Restated Declaration of Restrictions for Camino Gardens is recorded in Official Records Book 23908, at Page 496, in the Public Records of Palm Beach County, Florida.

DATED this 8th day of March, 2022.

WITNESSES

Signature

Print Name

Signature

Print Name

CAMINO GARDENS ASSOCIATION, INC.

By:

Kathleen Crotty, President

By:

Paul Cipolla, Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of MARCH, 2022, by Kathleen Crotty, as President, and Paul Cipolla, as Secretary, of Camino Gardens Association, Inc., a Florida Corporation, not-for-profit, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

[Notary Seal]



LAUREN DALE
Commission # GG 978234
Expires April 13, 2024
Bonded Thru Budget Notary Services

Lauren Dale
Notary Public

Lauren Dale
Name typed, printed or stamped
My Commission Expires: 4/13/24

RESTATED DECLARATION OF RESTRICTIONS FOR CAMINO GARDENS

This Restated Declaration of Restrictions for Camino Gardens is made by the Camino Gardens Association, Inc., a Florida not-for-profit corporation. This Restated Declaration includes all previously adopted amendments to the Declaration, including the Amended and Restated Declaration originally recorded in Official Records Book 23908, at Page 496 of the Public Records of Palm Beach County, Florida, on June 18, 2010, as well as the amendment to the Declaration recorded in Official Records Book 32273, at Page 306, in the Public Records of Palm Beach County, Florida on March 10, 2021, as well as the amendment to the Declaration recorded in Official Records Book 32622, at Page 624, in the Public Records of Palm Beach County, Florida on June 24, 2021.

ARTICLE I - DEFINITIONS

The following words when used in this Amended and Restated Declaration of Restrictions for Camino Gardens ("Declaration") shall have the following meanings:

1. Articles. The Articles of Incorporation of Camino Gardens Association, Inc., a Florida not-for-profit corporation, attached hereto and incorporated herein as Exhibit "A", as same may be amended from time to time.

2. Assessments. Those payments due pursuant to Article V, whether general or special (as hereinafter defined) or a combination thereof.

3. Association. The Camino Gardens Association, Inc., a Florida not-for-profit corporation.

4. Board. The Board of Directors of the Association.

5. Bylaws. The Bylaws of the Association attached hereto and incorporated herein as Exhibit "B", as same may be amended from time to time.

6. Camino Gardens. The subdivision subjected to this Declaration, which lands are described in the plats, as hereinafter defined, together with any lands annexed to Camino Gardens and subjected to this Declaration.

7. Common Area. All portions of the real property reflected on the plats of Camino Gardens, Sections 1, 2 and 3, excluding individual lots, but including, without limitation, the lands annexed pursuant to Article II of this Declaration, all tracts designated as "reserved", all roads, alleys, rights-of-way, parks, easements, together with the reversionary interest in and to all and singular the lands heretofore or hereafter dedicated, if any, together with any improvements on such tracts including, without limitation, all structures,

recreational facilities, off-street parking areas, private streets, sidewalks, street lights, perimeter site/privacy walls, entry gates and guard houses and other entry features, but excluding any public utility installations within the Common Area.

8. Common Expenses. All expenses of any kind or nature whatsoever incurred by the Association including, but not limited to, the following: (a) expenses of obtaining, repairing or replacing personal property or facilities used in connection with any Common Area or the performance of any of the Association's duties; (b) expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the Common Area or any other property maintained by the Association as provided in this Declaration including, but not limited to, utilities, services, taxes, assessments, insurance, administration, operation, maintenance, repairs, replacements, additions, capital improvements and alterations; (c) expenses incurred in connection with the administration, operation and management of the Association, including professional fees for attorneys and accountants; and (d) any other expense declared to be a Common Expense by the provisions of this Declaration or by the Articles or Bylaws.

9. Declarer. Camino Gardens Association, Inc., a Florida not-for-profit corporation, its successors and/or assigns. Declarer may make partial or multiple assignments of its rights under this Declaration.

10. General Assessments. Assessments levied to fund expenses applicable to all owners and members of the Association, as those terms are hereinafter defined.

11. Institutional Lender. A state or federal bank or savings and loan association, insurance company, trust company, savings bank, credit union, real estate or mortgage insurance company, United States Veteran's Administration, United States Federal Housing Administration or a lender generally recognized in Palm Beach County as an institutional lender and holding a first mortgage on real property located in Camino Gardens or otherwise subjected to this Declaration. Any assignee of a mortgage originated by an institutional lender shall be deemed an Institutional Lender for the purposes of said mortgage. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation and any similar institutions created in the future shall be deemed Institutional Lenders regardless of where any first mortgage held by any of them originated.

12. Lot. Any Lot located in Camino Gardens and depicted upon the plats, as hereinafter defined.

13. Member. All owners.

14. Owner. The record owner, whether one or more persons, of the fee simple title to any Lot.

15. Plats. The Plat of Camino Gardens, Section 1 recorded in Plat Book 27, Page 139; the Plat of Camino Gardens, Section 2 recorded in Plat Book 27, Page 214; and the Plat of Camino Gardens, Section 3 recorded in Plat Book 28, Page 103, all of the Public Records of Palm Beach County, Florida.

16. Rules and Regulations. The rules and regulations promulgated by the Board including, without limitation, rules, procedures and guidelines for the Appearance Committee and architectural standards for the Architectural Committee.

17. Special Assessments. Assessments levied in accordance with Article V hereof.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida, within the municipality of Boca Raton, as described in the Original Declaration and Plats, which are more particularly described in Exhibit "C" attached hereto and made a part hereof.

2. Annexation of Additional Lands. In addition to the real property described in Section I of this Article II, Declarer hereby formally annexes the lands conveyed to the Association by Special Warranty Deed dated December 17, 1962 from Powdrell & Alexander, Inc., a Delaware corporation, recorded at Official Records Book 854, Page 598 of the Public Records of Palm Beach County, Florida, and by Deed of Conveyance from Camino Gardens, Inc., a Florida corporation, dated June 17, 1969, recorded in Official Records Book 1732, Page 927 of the Public Records of Palm Beach County, Florida. The lands conveyed by these instruments is more fully described in composite Exhibit "D" attached hereto and made a part hereof.

3. Declarer's Right to Add Additional Property or to Withdraw Property. Declarer shall have the right to add additional property (which may or may not be contiguous to the real property described in Exhibits "C" and "D") to the scheme of this Declaration. Such additional property shall be and become subject to this Declaration, including Assessments by the Association for a pro rata share of the Association expenses. No property shall be withdrawn from this Declaration unless such property is dedicated to another association or governmental authority. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida a supplementary declaration or notice of annexation with respect to the lands to be added. Lands may be added or withdrawn from this Declaration only upon the affirmative vote of a majority of the Members present, in person or by proxy, at a regular or special meeting called for such purpose, at which a quorum has been established.

ARTICLE III - CAMINO GARDENS ASSOCIATION, INC.

1. Membership. Every person who is a record owner of a fee simple title to any Lot in Camino Gardens, whether acquired prior or subsequent to the recording of this Declaration, shall be a Member of the Association. Notwithstanding anything to the contrary set forth in this Declaration, any such person who holds such interest merely as security for the performance of an obligation, or for resale as part of a corporate relocation program, shall not be a Member of the Association. Additionally, and in order to preserve the residential character of Camino Gardens and to insure that the restrictions on leasing hereinafter set forth shall be observed, fee simple title to any Lot shall be held only by an individual or co-tenants; provided, however, this shall not be construed to preclude a trustee under an irreversible revocable trust from becoming a Member so long as the grantor or trustee shall occupy the property or hold a beneficial interest under the indenture of trust. In addition to the foregoing permitted exception, the Board may, in its sole discretion, permit title to be held in trust pursuant to any other now or hereinafter generally accepted estate planning vehicle. In such case, full information as to the trust or other estate planning vehicle, the parties and their respective interests shall be furnished to the Board for consideration. Notwithstanding the foregoing, nothing herein contained, shall preclude an Institutional Lender from holding a mortgage on any Lot or taking title to the Lot in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with its terms and the laws of the State of Florida or to bid upon said Lot at the foreclosure sale or take title at the foreclosure sale or in lieu of foreclosure.

(a) Changes in Membership. The transfer of the ownership of any Lot, either voluntarily or by operation of law, shall automatically terminate the membership of the prior Owner and the transferee or new Owner shall automatically become a Member of the Association. It shall be the responsibility of any such transferee of a Lot to notify the Association, within thirty (30) days from the date of transfer or of any change in the ownership of any Lot, and the corresponding change in any membership, by delivering to the Association a copy of the recorded deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the Association may, but shall not be obligated to, recognize any change in membership or ownership of a Lot, for purposes of notice, voting or for any other purpose.

(b) Member Register. In accordance with the requirements of Florida Statutes, Chapter 617, the Association shall maintain a register showing the names and addresses of the Members of the Association.

(c) Membership Certificates. In addition to the Member register, the Association may issue serialized certificates evidencing an Owner's membership in the Association.

2. Voting Rights. All Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 of this Article III. When more

than one (1) person holds by co-tenancy such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised by one (1) such Member as specified in the Articles and Bylaws, but in no event shall more than one (1) vote be cast with respect to any such Lot.

3. Common Area; Duties and Obligations of the Association.

(a) Title, Use and Benefit. Title for all Common Area shall be held by the Association for the use and benefit of the Members and their respective guests and invitees, for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this Declaration, the terms of any utility easement or other easement, restriction, reservation or limitation of record affecting the Common Area or contained in the deed or instrument conveying the Common Area to the Association and to any Rules and Regulations duly adopted by the Association. An easement and right for such use is hereby granted in favor of all Members, appurtenant to the title to their Lot.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Area, the payment of all utility charges, taxes assessed against the Common Area and hazard and liability insurance to assure the interest of the Association and Members in the Common Area. The Association shall at all times maintain in good repair and shall replace as often as necessary any and all improvements situated on the Common Area including, but not limited to, all recreational facilities, landscaping, paving, sidewalks, drainage structures, street lighting fixtures and appurtenances, cables for common use, if any, entry features, guard houses, speed bumps, entry gates, perimeter privacy walls and fences, fountains, boardwalks, docks, seawalls and any other structures except public utilities, situated on Common Area. In addition to the foregoing, this maintenance obligation shall include the Association's obligation to provide utility service including, but not limited to, electricity and water consumed in the operation of Common Area appliances. All work incurred by the Association pursuant to this maintenance obligation, including the cost of operation and administration for the Association, shall be Common Expenses paid for by the Association through Assessments imposed in accordance with Article V hereof. Such Assessments shall be General Assessments and levied against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or Owner or by the failure of a Member or Owner to comply with the lawfully adopted Rules and Regulations shall be levied as a Special Assessment against such Member or Owner only. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Area or abandonment of that Member's right to use the Common Area.

(c) Utilities. The Association shall pay the cost for provision of all utility services for the Common Area or for any other real or personal property maintained or operated by the Association, as a Common Expense.

(d) Taxes. The Association shall pay all real and personal property taxes and

municipal assessments for the Common Area or for any real property owned by the Association, as a Common Expense.

(e) Insurance. The Association shall purchase insurance, as a Common Expense, as follows and to the extent such insurance is available at commercially reasonable rates and is otherwise required based upon the reasonable business judgment of the Board:

i. Liability. A policy or policies of insurance in the form generally known as public liability and/or owner's, landlord and tenant policies insuring against any and all claims and demands made by any person or persons whomsoever for injuries received in connection with the operation and maintenance of the Common Area and improvements and buildings located thereon or for any other risk insured against by such policies.

ii. Fire, Windstorm and Other Casualty. Policies for insurance to keep insured any and all buildings or improvements now located or which may hereafter be located, built or placed upon the Common Area for protection against loss or damage caused by or resulting from fire, windstorm or other casualty.

iii. Other Insurance. Such other commercially reasonable and prudent insurance coverage as may be desired by the Board, such as flood insurance, errors and omissions insurance, worker's compensation insurance, director's and officer's liability insurance or any other customary form of insurance.

(f) Destruction of Common Area Improvements. In the event of destruction or other casualty to the Common Area, the Association shall promptly cause such damage or destruction to be repaired. Any sums necessary to repair, replace, construct or reconstruct any of the Common Area damaged by fire, windstorm or other casualty, regardless of whether same is covered in whole or in part by insurance, shall be borne by the Association. In the event insurance monies shall be payable, such insurance monies shall be paid to the Association. The Association shall open an account with a banking institution doing business in Palm Beach County, Florida for the purpose of providing a fund for the repair and reconstruction of the damaged improvements. The Association shall pay into such account, either in addition to the insurance proceeds or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the cost of repair and reconstruction of the damaged improvements. The sums necessary to pay for the repair or replacement of the damages or destructions as herein contemplated shall be considered a Common Expense, but shall be raised by the Association by a Special Assessment. The Association shall levy such Special Assessment to provide the funds for reconstruction within ninety (90) days from the date the damage or destruction takes place and shall go forward with all deliberate speed so that the reconstruction, repair or replacement shall be completed within nine (9) months from the date of damage. Any repair and restoration must be made substantially in accordance with the plans and specifications for the original improvements that were damaged or according to similar plans approved by the Board. Notwithstanding the foregoing, upon the favorable vote of a majority of the Members present at a meeting, in

person or by proxy, at which a quorum is established, the Association may elect either not to restore or repair the damaged Common Area or to make material or substantial changes to the damaged Common Area.

(g) Operational Expenses. The cost of operation and administration of the Association, including any secretarial, bookkeeping, employees and professional services, such as legal and accounting services, necessary to carry out the obligations of the Association and covenants of this Declaration.

(h) General Expenses. Any other cost or expense which, in the reasonable judgment of the Board, is necessary to promote the health, safety and welfare of Members, consistent with the obligations of the Association as set forth in this Declaration.

4. General Powers. In addition to the foregoing specific powers, the Association, through the actions of its Board, shall have the power to enter into any agreement or agreements from time to time with one (1) or more person, firm or corporation for management services. The Association shall have all other powers as provided in its Articles.

5. Rules and Regulations. The Association through its Board may make and enforce reasonable Rules and Regulations governing the use of the Common Areas and any Lot in Camino Gardens and membership in the Association, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration.

ARTICLE IV - LOT MAINTENANCE; ARCHITECTURAL COMMITTEE AND APPEARANCE COMMITTEE

1. Maintenance. Each Owner or Member of the Association shall maintain the Lot and all improvements situated thereon including, but not limited to, the residence, entry doors, garage doors, windows, screens, roof, eaves and gutters, seawalls, pilings and docks in first-class condition and repair and in a neat, attractive and orderly manner at all times. All sidewalks, driveways and parking areas located on a Lot or exclusively serving a Lot shall be maintained by the Lot's Owner and shall be kept clean and free of debris at all times.

2. Architectural Committee. The Architectural Committee shall be composed of the members of the Board. The Board shall have the power and authority to promulgate such Rules and Regulations as it deems necessary to carry out the provisions and intent of this Section 2.

(a) Owner to Obtain Approval. No Owner of a Lot in Camino Gardens shall make, install, construct, alter, place or remove any building, fence, screen, enclosure, porch, wall, patio area, pool, spa, seawall, dock, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the Owner's Lot including, but not limited to, any and all aesthetic items such as paint and trim colors, style or design, extension features, artistry, ornaments, sports or recreational apparatus and/or any

other such items unless the Owner first obtains the written approval of the Association by and through its Architectural Committee; provided, however, that such approval shall not be required for any maintenance or repair which does not result in any alteration, addition, improvement or change of any kind or nature to any structure, improvement or landscaping feature, including the color of same.

(b) Procedures. Any request by a Member or Owner for approval by the Architectural Committee to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the Architectural Committee may deem reasonably necessary to render its determination as to whether it will approve the proposed addition, alteration, improvement or change. Approval of any request shall not be unreasonably withheld and shall not be withheld in a discriminatory manner or a manner which unreasonably prohibits the reasonable development of any Lot, but may be withheld due to solely aesthetic considerations. The Architectural Committee shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the Architectural Committee. In the event the Architectural Committee fails to disapprove any request within such thirty (30) day period, the application shall be deemed approved and upon request thereafter, the Architectural Committee shall give written notice of such approval. In consenting to any plans and specifications, the Architectural Committee may condition such consent upon changes being made. If the Architectural Committee consents to any plans and specifications, the Owner may proceed to make the alteration, addition, improvement or change in strict conformance with the plans and specifications approved by the Architectural Committee and subject to any conditions of the Architectural Committee's approval. In the event of approval of said plans and specifications, the applicant shall provide the Architectural Committee with prompt written notice of the following:

i. Any and all alterations, deletions, additions and changes of any type or nature whatsoever in the plans and specifications as approved by the Architectural Committee which changes shall be subject to the approval of the Architectural Committee in the same manner as is required for approval of the original plans and specifications.

ii. Completion of construction and, where applicable, the receipt of a Certificate of Occupancy from the City of Boca Raton and/or Palm Beach County. Said improvements shall not be used or, in the instance where a Certificate of Occupancy is applicable, shall not be occupied, until such time as the Architectural Committee has inspected the improvements and approved same for compliance with the plans and specifications as previously approved by the Architectural Committee.

(c) No Liability. The Architectural Committee shall not be liable to an Owner in connection with the approval or disapproval of any alteration, addition, improvement or change. Furthermore, any approval of any plans and specifications by the Architectural Committee shall not be deemed to be a determination that such plans and specifications are complete or do not contain certain defects or, in fact, meet any standards,

guidelines and/or criteria of the Architectural Committee or are, in fact, architecturally or aesthetically appropriate or comply with any applicable governmental requirements and the Architectural Committee shall not be liable for any deficiencies or any injury resulting from any deficiency in such plans and specifications.

(d) Remedy for Violation. In the event this Section 2 of Article IV is violated in that any alteration, addition, improvement or change is made without first obtaining the approval of the Architectural Committee or is not made in strict conformance with any approval granted by the Architectural Committee, the Board shall specifically have the right to demand that the Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the Architectural Committee, including the obligation to return the property or improvements to the state which existed prior to the action by such Owner. The Architectural Committee shall have the right to enter upon the Lot and to conduct any and all corrective work, including the removal and alteration not conducted or completed by the Owner and shall have no liability in connection therewith. Further, the Architectural Committee may pursue injunctive relief or any other legal or equitable remedy provided to the Association by Florida law or Article VIII of this Declaration in order to accomplish such purposes. Any action to enforce this Section 2 of Article IV must be commenced within one (1) year after the date of violation. The foregoing shall be in addition to any other remedies set forth herein for violations of this Declaration.

3. Appearance Committee. The Appearance Committee shall be a standing committee of the Association appointed by the Board. The Appearance Committee shall be charged with the responsibility of bringing all violations of this Declaration to the attention of the Board including, without limitation, the General Restrictive Covenants set forth in Article VII of this Declaration and the appearance standards set forth hereinabove or in the Rules and Regulations promulgated by the Association, as well as the requirement that all alterations, additions, improvements or changes be approved by the Architectural Committee. The remedy for such violations shall be as set forth in Article VIII of this Declaration.

ARTICLE V - COVENANT FOR ASSESSMENTS

1. Lien and Personal Obligation for Assessments. Each Member and Lot Owner hereby covenants and reaffirms that each current Owner of any Lot and any subsequent Owner of any Lot, by acceptance of any deed or other instrument of conveyance, or by operation of law, whether or not this covenant shall be so expressed in any such deed or other conveyance or by joinder herein, shall be deemed to covenant and agree to pay to the Association General and Special Assessments as provided in this Declaration, such Assessments to be fixed, established and collected from time to time as hereinafter provided. The Assessment, together with interest thereon and cost of collection, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such Assessment is made which shall bind such Lot in the hands of the Owner, his or her heirs, devisees, personal representatives, successors and assigns. The Assessment,

together with interest thereon and the cost of collection, shall also be the personal obligation of the Owner(s) of such Lot at the time the Assessment fell due. Any individual who acquired title to a Lot upon the death of an Owner or by operation law shall be personally liable for such unpaid Assessment, together with interest thereon and the cost of collection. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments levied prior to the time of such voluntary conveyance, including interest thereon and the cost of collection, without prejudice to the rights of the Grantee to recover from the Grantor any amount paid by the Grantee to the Association on account thereof. Except as otherwise provided, all Assessments shall be equally assessed against all Lots within Camino Gardens.

2. Purpose of Assessments. The General Assessments levied by the Association shall be used exclusively for the Common Expenses and to promote the health, safety, welfare and recreational opportunities of the Members of the Association and their families residing with them and their guests and tenants including, but not limited to: (a) expenses of administration, maintenance, repair or replacement of the Common Area; (b) taxes, utility charges, liability insurance, fire, windstorm and other casualty insurance and any other insurance; (c) reasonable reserves deemed necessary by the Board for other repair replacement or addition to the Common Area; (d) all general recurring and non-recurring expenses incurred in the operation of the Association; and (e) all other expenses incurred by the Association on behalf of the Members which are permitted or anticipated by this Declaration. By majority vote of the Board, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration shall be met.

3. Date of Commencement of General Assessments; Due Dates. General Assessments shall be for the fiscal year and shall be payable in advance in a single installment or may be assessed quarterly, monthly or on such other fiscal basis as determined by the Board in its discretion; provided that the Board shall fix the date of commencement and the amount of any General Assessment against each Lot at least thirty (30) days in advance of its due date.

4. Special Assessments. A Special Assessment may be levied against one (1) or more Lots for the following:

(a) Charges for expenses of the Association which are not Common Expenses, but which are attributable to a specific Lot or Lots including, but not limited to those expenses designated as Special Assessments in Article VIII or elsewhere in this Declaration.

(b) Reimbursement for damages caused by an Owner, their family members, guests, invitees or tenants.

- (c) Capital improvements relating to the Common Area.
- (d) Late charges or fines.
- (e) Any other charge which is not a Common Expense.
- (f) Any Common Expense, except reserves, which exceeds the amount budgeted or any emergency expense which exceeds the amount of any reserves or other Association funds.
- (g) Cost of corrective work conducted by the Association pursuant to the activities of the Architectural Committee or Appearance Committee.

The Board shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

5. Trust Funds. The portion of all annual Assessments collected by the Association as reserves for future expenses, budget surpluses and the entire amount of all Special Assessments collected for capital improvements shall be held by the Association in trust for the Owners of all Lots, as their interests may appear.

6. Roster: Notice. A roster of the Lots and Assessments applicable thereto shall be kept by the Secretary of the Association and shall be open to inspection by any Owner.

7. Working Capital Contribution. The Association shall establish a working capital fund for the operation of the Association, which shall be collected from each Lot purchaser, and any other Owner acquiring title to a Lot, including all Lots purchased by resale, at the time of conveyance of each Lot to such purchaser in the amount of the then-current Annual Assessment. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale or transfer of title of each Lot. The purpose of this fund is to assure the Association's Board of Directors will have cash available to meet unforeseen expenditures, or for any other purpose deemed necessary or advisable by the Board of Directors, including for any proper Common Expense of the Association. Amounts paid into the fund are not to be considered as advance payments of regular assessments. The working capital fund shall not apply to the Association, in the event the Association takes title to a Lot as a result of foreclosure, deed in lieu of foreclosure or otherwise. Notwithstanding the foregoing, the Association shall have the authority to determine not to charge a Working Capital Contribution where title to a Lot is conveyed to an immediate family member of an Owner, which shall be defined as the grandparents, parents, spouse, children, siblings or grandchildren of an Owner, and shall also include where a Lot is conveyed to a family trust for the benefit of such immediate family members or where the Lot has been transferred or otherwise conveyed to a trust or otherwise conveyed for bona fide estate planning purposes or pursuant to a bona fide estate planning device. In addition, the Association shall have the authority to determine not to charge

a Working Capital Contribution where title is acquired by one spouse from another spouse through a judgment or decree of divorce. However, such working capital contribution identified herein shall be collectible as an assessment with full collection rights pursuant to Article V of the Amended and Restated Declaration of Restrictions for Camino Gardens, including, but not limited to, the authority to file a claim of lien for the collection thereof.

ARTICLE VI - EASEMENTS

1. Utility Easements. An easement and right-of-way is hereby expressly reserved in and over a strip not over six (6') feet in width along the side and/or rear line of all Lots wherever the same is designated "utility easement" on the Plats and is intended for the erection, construction and maintenance of poles and wires, the clearing of trees and pruning of branches or the construction and maintenance of conduits and all proper and necessary attachments for electric light, power, cable television and telephone services and for the construction and maintenance of storm water drains, land drains, public and private sewers, pipelines for supplying gas and water and for the construction and maintenance of any other public, quasi-public utility or private utility. The Association shall have the right to enter upon and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of way are reserved.

2. Prohibition Against Grants of Additional Easements. No Owner of a Lot in Camino Gardens shall have the right to reserve or grant any easement or right-of-way in, upon or over any of the Lots without the prior written consent of the Association.

3. Members Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent, perpetual and nonexclusive easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, roads and paved areas on the Common Area for use in common with all such Members, their tenants, agents and invitees. All portions of the Common Area not used for walkways and/or driveways shall be for the common use and enjoyment of all Members of the Association, their tenants, agents and invitees and each Member shall have a permanent, perpetual and nonexclusive easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association pursuant to its rule making authority. The right of a Member to the use and enjoyment of the Common Area and facilities thereon shall extend to the Member's immediate family who reside with the Member, subject to regulations from time to time adopted by the Association in its lawfully adopted and published Rules and Regulations. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Area and facilities in compliance with the

provisions of this Declaration and with any restrictions set forth on the Plats or in any other recorded instrument affecting Camino Gardens.

(b) The right of the Association to adopt and enforce Rules and Regulations governing the use of the Common Area and all facilities at any time situated thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area for such purposes.

4. Easements Appurtenant. Easements provided in this Article VI shall be appurtenant to and shall pass with the fee simple title to each Lot.

5. Limited Public Easements and Dedications. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area in order to facilitate the provision of public services to the residents of Camino Gardens. Notwithstanding the foregoing, nothing contained in this Declaration or in the Original Declaration or indicated or expressed on the various Plats, shall constitute a dedication of any street, road, alley, right-of-way, park or other easement in favor of the general public by whatever name the same may be designated other than those dedications specifically and expressly appearing on the Plat or other dedication grant and then only to the extent that the dedication is expressly set forth on the Plat or other dedication grant, except as hereinafter provided, and title together with reversionary interests to all lands so shown, designated or described is expressly reserved to the Association and neither this Declaration, the Original Declaration nor any deed or declaration hereafter made by the Association conveying any of the lands in said subdivision shall be held to convey the title to, or to dedicate the bed of, or land covered by such street, road, alley, right-of-way, park or other easements by whatever name the same maybe designated, except as it shall be so stated expressly in such deed, plat or declaration. Moreover and notwithstanding the recording of the various Plats, the Association reserves unto itself the following:

(a) The reversionary interest in and to all lands dedicated by the Plats or other declaration or grant.

(b) The fee simple title to and all parcels or areas designated upon said Plat as "reserved".

(c) The right to restrict the rights-of-way, if any, designated "private roads" and walkway on said Plats or any Common Area designated by the Original Declaration or this Declaration for use by the Members, their tenants, agents, invitees and the Member's immediate family residing in Camino Gardens.

(d) The sole right to consent to, restrict access to or deny to the general public

the use of any street; road, alley, right-of-way, park or other easement by whatever name the same may be designated for public street transportation purposes.

ARTICLE VII - GENERAL RESTRICTIVE COVENANTS

1. Land Use. No Lot shall be used except for residential purposes. No manufacturing, trade, business, profession or selling which is not permitted by applicable zoning ordinances shall be permitted on any portion of any Lot or other lands subject to this Declaration, nor is any boarding or rooming house. Garage sales or similar public sales are prohibited unless prior written consent is obtained from the Board.

2. Garages. No garage shall be remodeled or permanently enclosed and no portion of a garage shall be converted into a use for living space. All vehicles permitted by Section 3 of this Article VII herein below should be garaged at all times. All garage doors shall remain closed when not in use. No open carports shall be permitted.

3. Vehicles. No trucks or commercial vehicles, campers, mobile homes, motor homes, boats, house trailers, boat trailers of every other description shall be permitted to be parked or stored at any place on any Lot, except as herein provided. It is the express intent of this provision that only passenger automobiles and other noncommercial motor vehicles registered as passenger vehicles, shall be allowed provided they are capable of being garaged in a standard-size garage of a type located within Camino Gardens, and parked entirely within the driveway at all times may be parked or stored within Camino Gardens, it being the intent of this provision that all allowable vehicles must be able to be both parked entirely within a driveway and must be able to fit entirely within any standard-size enclosed garage of the type located within the Camino Gardens community such that even if such vehicle were able to be parked entirely within a driveway, it would be prohibited if it would not also fit within such standard-size garage. This restriction is for the purpose of allowing the Association to be able to control the length, width and height of all allowable vehicles parked within Camino Gardens. For purposes of this provision, vehicles commonly designated as "sport utility vehicles" used solely as a passenger vehicle shall be deemed passenger automobiles and not trucks, provided they are not registered for use for, nor used for, commercial purposes, and provided that such SUVs can be parked within a driveway and garage as identified above. In addition, no "duallys" or any other vehicle with more than two (2) axels shall be allowed to be parked, stored or otherwise kept within Camino Gardens. Notwithstanding the foregoing, purely passenger pickup trucks shall be allowed to be parked within an Owner's driveway and within an Owner's garage as identified above, as long as such pickup truck is able to fit wholly within such driveway and is also able to fit wholly within the standard-size garage of the type found within Camino Gardens as identified above. However, pickup trucks, regardless of size, will not be allowed anywhere on the property if they are commercial pickup trucks, or have commercial lettering, commercial insignia or carry commercial equipment, or are otherwise used primarily for commercial purposes. No boats may be kept or stored on any Lot, other than boats moored at docks or suspended on davits along a seawall or canal. No repair work of vehicles shall be conducted on any Lot except within garages.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from or used in connection with construction or the provision of services to any Lot. All vehicles parked on any Lot must be in operating condition. No vehicle which is unlicensed, uninsured or which cannot operate under its own power shall remain within Camino Gardens for more than twenty-four (24) hours. All permitted vehicles must be equipped with appropriate noise muffling equipment so the operation of same does not create an unreasonable annoyance to the residents of Camino Gardens. Pursuant to its rule making authority, the Board may promulgate Rules and Regulations interpreting and applying the foregoing vehicle restrictions, including the imposition of a requirement that any Owner maintaining a sport utility vehicle make application for an approval to maintain the vehicle in Camino Gardens and register the vehicle with the Association and furnish specific information with regard to the vehicle including, but not limited to, its Vehicle Identification Number, registration, proof of insurance and the requirement that the owner of the vehicle sign a pledge confirming these limitations or other limitations set forth in the Rules and Regulations.

4. Outside Storage of Personal Property. Personal property of any Member or Owner shall be kept inside the residence, except for outside patio furniture and other personal property commonly kept outside.

5. Portable Buildings. No portable, storage, temporary or accessory buildings or structures or tents shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Association and compliance with the Architectural Committee guidelines.

6. Garbage and Trash. Garbage, trash, refuse, rubbish or recyclable materials that are required to be placed at the front of the Lot in order to be collected may be placed and kept at the front of the Lot only after 7:00 P.M. on the day before the scheduled day of collection and any trash facilities must be removed on the collection day. All garbage, trash, refuse, rubbish or recyclable materials must be placed in plastic, animal proof containers as required by the ordinances of the City of Boca Raton or Palm Beach County now or hereinafter enacted. No paper bags or other containers shall be used. All containers or garbage shall be stored either inside the residence or within a fenced or enclosed area of the Lot, screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No dumpster shall be placed upon any portion of a Lot for garbage, trash, refuse or rubbish or for any other purpose unless used in conjunction with the construction or repair of improvements on the Lot approved by the Architectural Committee or otherwise without the written approval of the Board.

7. Pets. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within Camino Gardens, except that common household and domestic pets may be kept within a residence of Camino Gardens or a fenced-in or otherwise enclosed area of the Lot, subject to such reasonable Rules and Regulations as may be adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes. For purposes of this Section, the definition of what constitutes a common household or domestic pet, other

than dogs or cats, shall be at the sole discretion of the Board, which determination shall be final. Notwithstanding the foregoing, no more than four (4) domestic pets shall be maintained by an Owner. All pets must be carried or kept on a leash when outside of a residence or an enclosed area of a Lot. Members shall pick up and remove any solid animal waste deposited by the pet. The keeping of a household or domestic pet is not a right of a Member, but is a conditional license. This conditional license is subject to termination at any time by the Board upon a finding that a pet is vicious, is creating a nuisance or unreasonable disturbance, in the sole discretion of the Board, or is annoying to other residents or has in any way become a nuisance. The owner of a pet assumes liability for all damage to person or property caused by the pet or resulting from its presence in Camino Gardens. The Board may require any pet to be immediately and permanently removed from Camino Gardens due to any violation of this Section or Rules and Regulations interpreting or implementing this Section.

8. Landscaping. Each Lot Owner shall maintain all landscaping located on that Owner's Lot in a neat, trim and tasteful condition and appearance in accordance with community standards and the Rules and Regulations and, as reasonably required, mowing, watering, trimming, fertilizing and weed, insect and disease control shall be performed by the Owner. No landscaped areas shall be paved or covered with gravel or any artificial surface without the prior written consent of the Architectural Committee. All dead and diseased sod, plants, shrubs or flowers shall be promptly replaced and excessive weeds, underbrush or unsightly growths shall be promptly removed. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot other than within a residence. All Lots shall have fully operable irrigation systems. Nothing herein is intended to prohibit the use of xeriscape techniques.

9. Maintenance. Each Owner shall maintain his or her Lot and all improvements located upon the Lot, including any docks, seawalls and bulkheads in first class condition and repair and in a neat and attractive manner consistent with community standards and the Rules and Regulations, at all times. All service walks, driveways and parking areas located on a Lot shall be maintained by the Lot's Owner and shall be kept clean and free of debris and cracked, damaged and/or eroded areas on same shall be promptly repaired, replaced and/or resurfaced by the Owner as necessary. Said area shall be repaired or replaced in accordance with the plans presented to and approved by the Architectural Committee. In addition to the foregoing, each roof surface must be clean and white in color.

10. Clotheslines and Outside Clothes Drying. No clothesline or clothes pole shall be erected and no outside clothes drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes or otherwise specifically approved in writing by the Architectural Committee or Board. Where outside clothes drying is either permitted by the Board or mandated by governmental authority, the Association shall have the right to approve the portions of any Lot used for outdoor clothes drying purposes and the types of devices to be employed

in this regard and provided that all areas approved for clothes drying shall be screened from view from adjoining Lots, streets, roadways, Common Area and shall otherwise comply with all applicable state and local laws, ordinances, rules and regulations.

11. Nuisances and Compliance With Law and Local Ordinances. No nuisances shall be permitted within Camino Gardens and no use or practice which is an unreasonable source of annoyance to the residents in Camino Gardens or which shall interfere with the peaceful possession and proper use of the Common Area by its Members shall be permitted. In the event of any question as to what may be or become a nuisance, such question shall be submitted to the Board for a decision in writing, which decision shall be final. In addition to the foregoing, all ordinances of the City of Boca Raton, County of Palm Beach and laws of the State of Florida, including zoning ordinances, shall be complied with at all times by Owners of Lots in Camino Gardens.

12. Outside Antennas, Satellite Dishes and Signage.

(a) No outside signal receiving or sending antennas, dishes or apparatus is permitted in Camino Gardens other than as approved in advance by the Architectural Committee.

(b) No sign shall be placed upon any Lot or within or upon any residence in Camino Gardens which sign is visible from the exterior of such residence without the prior written consent of the Association, except for one (1) portable and tasteful "for sale" sign, not to exceed ten (10") inches by fourteen (14") inches in size temporarily placed inside one (1) front window. In addition, one (1) "open house" sign may be posted in Camino Gardens. Any such open house sign shall be of a size and form prescribed by and obtained from the Association. The Association may charge a reasonable fee for providing such "open house" signs. Display of signs on parked vehicles is prohibited.

13. Storage Tanks and Air Conditioning Units. All tanks and bottle gas tanks shall either be kept underground or placed in fenced or enclosed areas or landscaped areas as approved by the Board or Architectural Committee, so that both shall be substantially concealed or hidden from view from any street or adjacent Lot. This condition may be imposed by the Board or Architectural Committee with respect to any exterior air conditioning unit.

14. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in Camino Gardens, nor shall oil wells, tanks, mineral excavations or shafts be permitted in Camino Gardens, no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to this Declaration.

15. Fences and Walls. No fence, wall or other structure shall be erected in the front yard, back yard or side yard of any Lot, except as approved by the Architectural Committee.

16. Drainage. No excavation or change in any drainage pattern of any Lot shall be made which shall cause undo hardship to an adjoining Lot or adjoining property with respect to natural runoff of rainwater.

17. Single-Story. Only single-story residences shall be permitted in Camino Gardens.

18. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

19. Change in Buildings or Improvements. No Owner shall make or permit any structural modification or alteration of any building or structural improvement constructed upon a Lot, except with the prior written consent of the Architectural Committee and such consent may be withheld if, in the sole discretion of the Architectural Committee or the Board, it appears that such structural modification or alteration is not in harmony or compatible with the appearance of homes in Camino Gardens. No building or other structural improvement shall be demolished or removed without the prior written consent of the Architectural Committee or the Board.

20. Leasing. No Lot may be leased or rented without the prior approval of the Board, which approval shall not be unreasonably withheld; provided, however, that no Owner of a Lot in Camino Gardens may lease a Lot until the expiration of eighteen (18) months from the date of acquisition of fee simple title. In addition, no Lot shall be leased more than one (1) time in any twelve (12) month period. Each lease of a Lot shall be for a minimum term of not less than three (3) months.

Any Owner wishing to lease a Lot shall first submit to the Board the proposed lease, which shall be in writing, and such other information as the Board may reasonably request in connection with the proposed Lease. Approval or disapproval shall be given to the Owner by the Board in writing within thirty (30) days from receipt of the lease and all requested information, provided that unless such written approval is sent within said thirty (30) day period, the lease shall be deemed to have been disapproved. The approval of a lease shall in no event release the Owner from any obligations or from the provisions of this Declaration and no lease that is approved may be modified, extended, renewed or assigned nor may any Lot be sublet to any other party, without the Board's prior written approval, which approval shall not be unreasonably withheld; provided that the approval of any sublease or assignment shall be subject to the same provisions set forth above governing the Board's approval of leases. The Board shall have the right to require that a substantially uniform form of lease be used, and that an Owner or Tenant pay a registration and review fee not to exceed one-half (1/2) of the Annual Assessment attributable to the Owners' Lot. All leases shall be subject in all respects to the provisions of this Declaration, the Articles, the Bylaws and the Rules and Regulations in effect from time to time and any failure by the tenant to comply with the foregoing shall be deemed to be a default under the lease and shall also be deemed to be a violation of a restrictive covenant by the Owner of the leased Lot. As a condition of

its approval of a lease, extension, renewal or sublease, the Board may require that a lessee attend an orientation meeting and otherwise demonstrate familiarity with the terms of this Declaration, the Articles, the Bylaws and the Rules and Regulations. The breach of any of the terms of this Declaration, the Articles or the Bylaws, including the Rules and Regulations, by the Owner or tenant shall, at the option of the Board, terminate said lease. Such breach shall also be deemed to be a violation of a restrictive covenant by the Owner of a Lot and each Owner shall be liable to the Association for any breach by such tenant or other occupant of such leased Lot.

21. Waiver. The Association shall have the right to waive the application of one or more of these restrictions or to permit a deviation from these restrictions as to any Lot where, in the reasonable discretion of the Board, circumstances or undue hardships exists which justify such waiver or deviation. In the event of any such waiver or permitted deviation or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Association or any other person having a right to enforce these restrictions from insisting upon strict compliance with respect to all other Lots, nor shall any such action be deemed a waiver of any of the restrictions contained herein as same may be applied in the future.

ARTICLE VIII - ENFORCEMENT

I. Monetary Default and Collection of Assessments.

(a) Late Fees and Interest. If any Assessment is not paid within ten (10) days after the date due, the Association shall have the right to charge the defaulting Owner a late fee of ten (10%) percent of the amount of the Assessment or ten (\$10.00) dollars, whichever is greater, plus interest at the then highest rate of interest permitted by Florida law from the due date until the date paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

(b) Acceleration of Assessments. In the event the Association elects to levy General Assessments or any Special Assessment in installments more frequently than annually, if any Owner is in default in the payment of an Assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner may accelerate and require such defaulting Owner to pay Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increase in the General Assessments, for all Special Assessments and for all other Assessments payable to the Association.

(c) Lien for Assessments. The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot and for late fees and interest and for reasonable attorney fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien and all sums advanced and paid by the Association for

taxes and payment on the account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. A lien is effective from and after recording a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the legal description of the Lot, the name of the record Owner and the amount due as of the recording of the Claim of Lien. The recorded Claim of Lien shall secure all sums set forth in the Claim of Lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a Satisfaction of the Lien in recordable form.

(d) Collection and Foreclosure. The Association may bring an action in its name to foreclose the lien for Assessments in the manner of a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessment without waiving the right to file and enforce a Claim of Lien and the Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments and the filing, enforcement and/or foreclosure of the Association's lien, including reasonable attorney fees and all sums paid by the Association for taxes and on account of any mortgage, lien or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.

(e) Effect of Superior Encumbrance. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of a superior encumbrance shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots as a Common Expense, including the Lot having the superior encumbrance.

(f) Unpaid Assessments: Certificate. Within ten (10) days after written request by any Owner or any Institutional Lender holding or making a first mortgage encumbering any Lot, the Association shall provide the Owner or Institutional Lender a written certificate stating whether the Owner of the Lot is in default with respect to the payment of Assessments and any person or entity who relies on this certificate in purchasing or in making a first mortgage encumbering any Lot shall be protected thereby.

(g) Application of Payment. Any payments made to the Association by any Owner shall first be applied towards any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may have been paid by the Association in order to preserve and protect its lien; next towards reasonable attorney fees incurred by the Association incidental to the collection of Assessments and other monies owed to the Association by the Owner and/or to the enforcement of the lien; next towards interest on any Assessments or other monies due to the Association as provided herein; and next towards any unpaid Assessments owed to the Association in the inverse

order that such Assessments were due.

2. Non-Monetary Default. In the event of a violation by any Owner, any tenant of an Owner, any person residing with an Owner or their guests or invitees (other than the nonpayment of any Assessment) of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations, the Association shall notify the Owner and any tenant of the Owner of the violation by written notice. If such a violation is not cured as soon as practicable and in any event within fifteen (15) days after such written notice or if the violation is not capable of being cured within such fifteen (15) day period, if the Owner or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within fifteen (15) days after written notice by the Association or if any similar violation is thereafter repeated, the Association may, at its option: (i) impose a fine against the Owner or Tenant as hereinafter provided; and/or (ii) commence an action to enforce the performance on the part of the Owner or tenant or for such other equitable relief as may be necessary under the circumstances, including injunctive relief; and/or (iii) commence an action to recover damages; and/or (iv) take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the Association acting by and through its Architectural Committee, or performing any maintenance required to be performed by this Declaration.

All expenses incurred by the Association in connection with such non-monetary default and all expenses incurred by the Association to enforce this Declaration, including reasonable attorney fees (whether or not suit is filed), shall be assessed against the applicable Owner and shall be due upon written demand by the Association. The Association shall have a lien for any such Special Assessment as hereinbefore provided and any interest, costs or expenses associated therewith, including attorney fees incurred in connection with such Assessment, whether or not suit was filed, and may take such action to collect such Assessment or foreclose said lien as in the case and manner of any other Assessment as provided above.

(a) Fines. After compliance with the notice requirements and after the expiration of the cure periods set forth hereinabove, the Association, acting only through the Board, may levy reasonable monetary fines against an Owner or tenant for a violation of the Rules and Regulations, covenants or any other provision of this Declaration. The amount of any fine shall be determined by the Board and shall not exceed fifty (\$50.00) dollars. Written notice of the Board's intent to impose a fine shall be furnished to the Owner or tenant, which notice shall be signed by an officer of the Association, and state the amount of the fine, the violation for which the fine is imposed and shall specifically state that the Owner or tenant has the right to contest the fine by delivering written notice to the Association within fourteen (14) days after receipt of the notice. If the Owner or tenant timely and properly objects to the fine, a committee consisting 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 of the Association, shall conduct a hearing within thirty (30) days of receipt of the Owner's or tenant's objection and shall give the Owner or tenant not less than ten (10) days written

notice of the hearing date, time and place. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred and that the fine imposed is appropriate. The Owner or tenant shall have the right to attend the hearing and to produce evidence on his or her behalf. At the hearing the committee shall impose, reduce or eliminate the fine and shall give the Owner or tenant written notice of its decision. The committee shall have no authority to increase a fine or impose additional fines. Any fine shall be due and payable within ten (10) days after written notice of the Board's intent to impose the fine or if a hearing is timely requested, within ten (10) days after written notice of the committee's decision at the hearing. Any fine levied against an Owner or tenant shall be deemed a Special Assessment and if not paid when due, all of the provisions of this Declaration relating to the late payment of Assessments and enforcement shall be applicable. If any fine levied against a tenant is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant. The authority to levy fines shall not be delegated by the Board.

(b) Negligence. An Owner shall be liable and may be assessed by the Association for the expense of any maintenance, repair or replacement rendered necessary by his or her acts, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a Lot or the Common Area.

(c) Responsibility of an Owner for Occupants, Tenants, Guests and Invitees. Each Owner shall be responsible for the acts or omissions, whether negligent or willful, of any person residing on his or her Lot and for all guests and invitees of the Owner or any such resident and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Area or any liability to the Association, the Owner shall be assessed for same as in the case of any other Special Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, the Articles, the Bylaws or the Rules and Regulations by any resident of any Lot or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner and shall subject the Owner to the same liability as if such violation was that of the Owner.

(d) Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant, occupant, guest, invitee or any other person present on any Lot or any portion of Camino Gardens other than an Owner and the members of his or her immediate family permanently residing on the Lot, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws, the Rules and Regulations or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents in Camino Gardens, shall willfully damage or destroy any Common Area or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave Camino Gardens and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave Camino Gardens and, where necessary, to enjoin such person from returning. The expense of any such action, including attorney fees whether or

not suit is filed, may be assessed against the Owner of the Lot in which such tenant or other person was residing or was present as a guest or invitee of the Owner or other resident of such Lot and the Association may collect such Assessment and have a lien for same as elsewhere herein provided. The foregoing shall be in addition to any other remedy of the Association.

(e) No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Articles, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Association to enforce its right, provision, covenant or condition in the future.

(f) Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any term, provision, covenant or condition to this Declaration, the Articles, the Bylaws or the Rules and Regulations shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it may have by law.

(g) Enforcement by or Against Other Persons. This Declaration may be enforced by the Association or any Member owning a Lot in Camino Gardens by any procedure at law or in equity against any persons violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration.

ARTICLE IX - TERM OF DECLARATION

1. Duration. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continually remain in full force and effect at all times and against all Owners, their successors, heirs or assigns, regardless of how the Owner acquired title, until January 26, 2040, and thereafter can be preserved, extended and revitalized in accordance with Chapters 720 and 712, Florida Statute, as same may be amended or renumbered from time to time, or in accordance with any other procedure permitted by law. This Declaration can be terminated at any time by the vote or written consent of a majority of the Owners. Any termination of this Declaration shall be effective on the date the instrument of termination is recorded in the Public Records of Palm Beach County, Florida.

2. Relation Back. It is the express intent of the Declarer, Association, Owners and Members that this Declaration be construed as an amendment and restatement of the revitalized Declaration (more particularly described in Article XI of this Declaration) and shall relate back to the previously recorded revitalized Declaration, as amended. Accordingly, liens and other rights in favor of the Association, the Declarer, Owners and Members shall enjoy the

same priority and dignity established by the revitalized Declaration.

ARTICLE X - AMENDMENTS

This Declaration may be amended upon the approval of not less than a majority of all the Members. No amendment shall discriminate against any Owner or class or group of Owners, unless the Owner so affected joins in the execution of the amendment. No amendment shall change the number of votes of any Owner or increase any Owner's proportionate share of the Common Expenses unless the Owners so affected by such amendment join in the execution of the amendment. In order to be effective, any amendment to this Declaration must first be recorded in the Public Records of Palm Beach County, Florida. Such amendment shall contain a certification by the President and Secretary of the Association that the amendment was duly adopted.

ARTICLE XI - GENERAL PROVISIONS

1. Effect of Revitalized Declaration. This Declaration is intended to amend and restate the terms of the Declaration of Restrictions revitalized pursuant to Chapter 712, Florida Statutes, and recorded January 26, 2010 in Official Records Book 23661 at Page 1353 of the Public Records of Palm Beach County, Florida. Upon recording of this Declaration in the Public Records of Palm Beach County, Florida, the revitalized Declaration shall be deemed superseded and replaced in its entirety by this Declaration.

2. Conflict with Articles or Bylaws. In the event of any conflict between the Articles, the Bylaws and this Declaration, this Declaration, the Articles and the Bylaws, in that order, shall control.

3. Authority of Association and Delegation. Except for the authority to serve as the Architectural Committee as set forth in Article IV and the authority to levy fines subject to review by an independent review committee as set forth in Article VIII, nothing contained in this Declaration shall be deemed to prohibit the Board from delegating to any one of its members, to any officer, to any committee or any other person, any power or right granted to the Board by this Declaration including, but not limited to, the right to exercise architectural control, to police the community appearance and to approve any deviation from any use restriction and the Board is expressly authorized to so delegate any power or right granted by this Declaration.

4. Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration shall not affect the validity of the remaining portions, but shall remain in full force and effect.

5. Written Consent. Any action required or permitted to be taken at an annual

or special meeting of the members can be taken without a meeting, without prior notice, and without a vote, if the action is approved by the written consent of Members totaling not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. In order to be effective, the action must be taken as required by Section 617.0701(4), Florida Statutes, as same may be amended or renumbered from time to time. Action by written consent can also be utilized in conjunction with meetings of the members. In such event, the action will be authorized if approved by a combination of written consents and votes totaling not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting. If action by written consent is utilized in conjunction with a meeting, no written consent is effective to take the action referred to therein unless such written consent is delivered to the Association at, or before the date of, the meeting. Written consents count towards the quorum.

IN WITNESS WHEREOF, the Association has executed this Declaration as of the date first set forth.

Signed, sealed and
delivered in our
presence:

CAMINO GARDENS ASSOCIATION, INC.,
a Florida not-for-profit corporation.

**RESTATED ARTICLES OF INCORPORATION
OF
CAMINO GARDENS ASSOCIATION, INC.**

We, the undersigned subscribers, hereby associate ourselves together for the purpose of forming a Florida corporation, not-for-profit, under Chapter 617, Florida Statutes.

ARTICLE I

The name of this Corporation, not-for-profit, shall be CAMINO GARDENS ASSOCIATION, INC.

ARTICLE II

The general purpose of the Corporation is to advance the civic and cultural interests of the owners and residents of CAMINO GARDENS, a subdivision in the City of Boca Raton, Florida, and to consider, devise and carry out measures for the betterment and harmonious development of the community. The objects and purpose pursuant thereto are:

(a) To disseminate through meetings and by other means pertinent information regarding the political, economic, cultural, educational and social needs of member residents.

(b) To encourage and promote high residential property standards in the community by urging the adoption and enforcement of zoning rules and regulations, and by supporting the protective covenants and restrictions effecting the real property in the subdivision of CAMINO GARDENS, Boca Raton, Florida.

(c) To assist Powdrell & Alexander, Inc., as developers of CAMINO GARDENS, and the City of Boca Raton, Florida, in gauging the wishes of the members of the Association and to assist any member of the Association in presenting his views or grievances before the proper authority.

(d) To assist Powdrell & Alexander, Inc. in enforcing the policies of the community as set forth in the Declaration of Restrictions and other charges affecting the real property in the subdivision of CAMINO GARDENS, Boca Raton, Florida, in keeping with their conception of a well-planned and attractive community.

(e) To have and exercise, in addition to the above, all powers given by Section 617.01 et. seq., Florida Statutes, and by the laws of the State of Florida to a corporation not-for-profit.

ARTICLE III

The members of the Corporation shall be those persons approved by the Board of Directors in accordance with the qualification requirements set forth in the By-Laws. Applications for membership shall be submitted by prospective members and acted upon by the Board of Directors as provided in the Bylaws.

ARTICLE IV **MEMBERS AND VOTING**

The Corporation shall have a perpetual existence.

ARTICLE V

The names and residences of the subscribers are:

<u>Name</u>	<u>Residence</u>
David J. Meehan	c/o Powdrell & Alexander, Inc. Camino Real Boca Raton, Florida
Robert E. Prout	c/o Powdrell & Alexander, Inc. Camino Real Boca Raton, Florida
George R. Caron	c/o Powdrell & Alexander, Inc. Camino Real Boca Raton, Florida

ARTICLE VI

The affairs of the Corporation are to be managed by the President, Vice President and Secretary-Treasurer who will be elected at the first meeting of the Board of Directors after the annual election of the Directors from the membership of this Corporation. Each shall hold office for one year and thereafter until their successors are elected and qualified. The office of Secretary-Treasurer may be separated by two (2) offices and the additional offices of Assistant Secretary and Assistant Treasurer may be created upon the vote of the Board of Directors.

ARTICLE VII

The officers who are to serve until the first under the Charter are:

<u>Name</u>	<u>Office</u>
David J. Meehan	President
Robert E. Prout	Vice President
George R. Caron	Secretary/Treasurer

ARTICLE VIII

The number of persons constituting the Board of Directors shall not be less than five (5) nor more than ten (10). The names and addresses of the persons who are to serve on the Board of Directors until the first annual election under the Charter are:

<u>Name</u>	<u>Address</u>
David J. Meehan	c/o Powdrell & Alexander, Inc. Camino Gardens Boulevard Boca Raton, Florida
Robert E. Prout	c/o Powdrell & Alexander, Inc. Camino Gardens Boulevard Boca Raton, Florida
George R. Caron	c/o Powdrell & Alexander, Inc. Camino Gardens Boulevard Boca Raton, Florida
C.R. Morpeth	c/o Powdrell & Alexander, Inc. Camino Gardens Boulevard Boca Raton, Florida
Miss Jane E. Hoelscher	c/o Powdrell & Alexander, Inc. Camino Gardens Boulevard Boca Raton, Florida

ARTICLE IX

The By-Laws are to be made by the Board of Directors named in Article VIII above. They may be altered, amended or repealed by vote of seventy-five percent (75%) of all of the members of the Corporation. The Articles of Incorporation may be altered, amended and repealed in like manner.

IN WITNESS WHEREOF, we have made and subscribed these Articles of Incorporation this 27th day of October, 1962.

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

**RESTATED BYLAWS
OF
CAMINO GARDENS ASSOCIATION, INC.**

ARTICLE I - IDENTITY

These are the Bylaws of the Camino Gardens Association, Inc., a Florida not-for-profit corporation ("Association").

ARTICLE II - DEFINITIONS

All defined terms used in the Bylaws shall have the meaning assigned to them in the Amended and Restated Declaration of Restrictive Covenants for Camino Gardens to which these Bylaws are attached as an exhibit.

ARTICLE III - MEMBERSHIP

Membership in the Association is as set forth in Article III of the Declaration.

ARTICLE IV – DIRECTORS AND OFFICERS

1. Directors.

(a) The affairs of the Association shall be managed by a Board of Directors comprised of nine (9) Members.

(b) Directors shall be elected by the Members and serve three (3) year staggered terms, such that three (3) new Directors are elected at each annual meeting.

(c) At least fourteen (14) days (but not earlier than sixty (60) days) before the annual meeting, a complete list of Members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be available for examination by any Member and shall be produced and kept at the time and place of election.

(d) Directors shall be elected as follows:

i. A nominating committee of three (3) Members shall be appointed by the President and confirmed by the Board, not less than sixty (60) days prior to the date of the annual meeting of Members. At least forty (40) days prior to the date of the annual meeting, the nominating committee shall submit to the Board the names of Members for election to the Board. The Secretary

shall mail, within three (3) days from the date of the Board meeting at which the nominating committee submits the list of nominees, one (1) copy of the list of nominees to each Member. Nominees shall be Members. All Members shall be eligible for election to the Board.

ii. Additional names of Members may be placed in nomination by petition in writing, addressed to the Secretary, signed by no fewer than thirty (30) Members and delivered to the Secretary at least twenty-five (25) days prior to the date of the annual meeting. Notwithstanding the foregoing, a Member may nominate him or herself as a candidate for the Board at the annual meeting when the election is to be held.

iii. Not less than twenty-five (25) days before the annual meeting, the Secretary shall mail or deliver a ballot to eligible voters at the addresses listed in the current membership roster. Accompanying the ballot shall be an outer envelope addressed to the voting Member and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter and the address of the Member in Camino Gardens and shall contain a signature space for the voter. Once the ballot is completed, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer, larger envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one (1) ballot. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Secretary for receipt prior to the commencement of the annual meeting.

iv. Three (3) election supervisors shall be appointed by the President with the approval of the Board prior to the annual meeting. A nominee shall not be an election supervisor. At the beginning of the annual meeting, the election supervisor shall take charge of and count all ballots as received. In addition, at the meeting the Association shall make available additional blank ballots for distribution to eligible voting Members who have not yet cast their votes. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided hereinabove.

v. At the annual meeting, as the first order of business, the name of any Member nominating him or herself shall be added to the ballot. Ballots not yet cast shall then be collected. Next, the signature identification on the outer envelope shall be checked against a list of qualified voting Members. Any exterior envelope not signed by the eligible voter shall be marked "disregarded" and any ballots contained therein shall not be counted. Voters shall then be checked off on the list as having voted. Then, in the presence of the membership in attendance, all inner envelopes shall first be removed from the outer envelopes and shall be placed into a receptacle. Upon the commencement of the opening of the envelopes, the polls shall be closed and no more ballots accepted. The inner envelopes shall then be opened, the ballots removed and counted in the presence of the Members. Any inner envelope containing more than one (1) ballot shall be marked "disregarded" and any ballots contained therein shall not be counted. All envelopes and ballots, whether disregarded or not, shall be retained with the official records of the Association.

vi. There shall be no cumulative voting; the election of each Director shall require a plurality of those votes of those persons voting in each election.

2. Officers. The Officers of the Association shall be Members and shall consist of a President, Vice President, Secretary and Treasurer, any of whom may be members of the Board, and such other officers as the Board may appoint. Officers shall be elected by majority vote of the Board immediately following the annual meeting. Officers shall hold office until the next and ensuing annual meeting of the Board or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation

(a) Any Director or Officer may resign at any time by instrument in writing. Resignations shall take effect at the time specified therein and, if no time is specified, at the time of receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the Director or Officer of Membership in the Association.

(b) When a vacancy occurs in the Board, the vacancy shall be filled by the remaining members of the Board at their next meeting by electing a person by majority vote who shall serve until the next annual meeting of the Members.

When a vacancy occurs in an office for any cause before the Officer's term has expired, the office shall be filled by the Board, by majority vote at its next meeting by electing a person to serve the unexpired term.

(c) Any Director may be recalled and removed from office, with or without cause, by a majority vote of the Members present, in person or by proxy, at a meeting in which a quorum has been attained and in accordance with Florida law.

(d) Upon an affirmative vote of the majority of the members of the Board, any Officer may be removed either with or without cause and a successor elected at any regular meeting of the Board or at any special meeting called for such purpose.

(e) No compensation shall be paid to Directors or Officers for their services as Directors or Officers to the Association.

ARTICLE V – POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have all powers granted to it by law, the Declaration to which these Bylaws are attached and the Articles of Incorporation, all of which powers shall be exercised by the Board, unless the exercise thereof is otherwise restricted by the Declaration, these Bylaws or by Florida law.

ARTICLE VI – DUTIES OF OFFICERS

Duties of the Officers of the Association shall be as follows:

1. **President.** President shall preside at all meetings of the Members and at all meetings of the Board and perform all acts required by the office of the President of the Association. The President shall appoint the membership of all committees and shall have the power to remove any member of a committee, subject to the confirmation of the Board. The President shall be an official member of all committees.

2. **Vice President.** The Vice President shall perform the duties of the President when the President is, for any reason, unable to perform. The Vice President shall also perform such duties as may be assigned to him or her by the Board or the President, from time to time.

3. **Secretary.** The Secretary shall make accurate minutes of all meetings of the Members and of the Board, keep a membership roster, including the names and addresses of all Members and the designated voting Member for each Lot, perform such other duties as the Board or President may direct and in general to perform all duties usually incident to the office of Secretary.

4. **Treasurer.** The Treasurer shall maintain the financial records of the Association, collect all monies as directed by the Board, receipt thereof and deposit same in such financial institution as the Board may indicate, pay bills as the Board may direct; make a report of all receipts and disbursements, together with all properties and monies on hand to the Association at its annual meeting and the Board when so required, perform such other duties as the Board may direct and in general to perform all duties usually incident to the office of Treasurer. All disbursements on behalf of the Association shall be by check signed by two (2) Officers as authorized and designated by the Board.

ARTICLE VII – MEETINGS, SPECIAL MEETINGS, QUORUMS, PROXIES

1. Meetings of Members.

(a) **Annual Meetings.** Annual meetings of the Association shall be held at a location in Boca Raton, Florida as designated by the Board and not later than twelve (12) months from the date of the last annual meeting. At such meetings, there shall be elected by ballot of the Members a Board of Directors in accordance with the requirements of these Bylaws. Members may also transact such other business of the Association as may properly come before the meeting.

(b) **Special Meetings.** It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board or upon a petition signed by ten (10%) percent of the Members, having been presented to the Secretary. No business shall be transacted at a special

meeting except as stated in a notice thereof. In addition, a special meeting of the Association to recall or remove a member of the Board shall be called upon ten (10%) percent of the Members giving notice of such meeting, provided the notice states the purpose of the special meeting.

(c) Notices. It shall be duty of the Secretary to provide notice of the annual or special meetings, stating the purpose thereof, as well as the time and place where it is to be held, to each Member of record, at the Member's address as it appears in the membership roster maintained by the Association, at least fourteen (14), but no more than forty (40), days prior to such meeting, unless a different time frame is stated elsewhere in these Bylaws, the Declaration or the Articles of Incorporation.

(d) Quorum. Thirty (30%) percent of the votes of Members, represented either in person or by proxy, shall constitute a quorum for the transaction of business at all meetings.

(e) Adjourned Meetings. If any meeting of Members cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy may, except as otherwise provided for by law, adjourn the meeting until a time not more than thirty (30) days from the date the original meeting was called. 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 the meeting must be re-noticed as required by these Bylaws.

(f) Vote of Membership. At every meeting of the Members, each Member present, either in person or by proxy, shall have the right to one (1) vote on each question. Where more than one (1) person holds title to any Lot as permitted by Article III of the Declaration, a voting certificate signed by all Members owning an interest in the Lot and designating the Member authorized to vote on behalf of such Lot shall be maintained with the official records of the Association. A majority of the voters present, in person or by proxy, shall decide any questions brought before such meeting unless the question is one upon which, by express provision of Florida law, the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in such case such express provision shall govern and control.

(g) Proxies. A Member may appoint a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given and must be signed by the Member authorized to vote for such Lot. The proxy shall be effective only for the specific meeting for which it was originally given, as the meeting may be lawfully adjourned or reconvened from time to time, and automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the presence of the Member who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

(h) Waiver and Consent. Nothing herein shall be construed to prevent a Member from waiving notice of the meeting or acting by written agreement without a meeting and such waiver and action by written agreement are hereby expressly permitted, provided same are permitted under Florida law. Each written action shall be deemed approved if signed by Members holding that number of votes which would be required for approval as set forth elsewhere in these Bylaws, the Declaration or Articles of Incorporation.

2. Meetings of Directors.

(a) Regular Meetings. The Board shall establish a schedule of regular meetings at the beginning of the fiscal year and shall provide for not less than ten (10) such meetings during any fiscal year. The schedule, which shall contain a statement of the times, dates and locations for the regular meetings of the Board, will be published in advance in a newsletter of general circulation mailed to each Member of record at the Member's address as it appears in the membership roster. In such event, the notice required by these Bylaws shall not be required.

(b) Notice of Regular Meetings. Notice of the time, date and location of regular meetings of the Board shall be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting shall be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that the assessment will be considered and the nature of the assessment.

(c) Special Meetings. Special meetings of the Board may be called by the President or any two (2) or more members of the Board. Notice of special meetings of the Board shall be furnished to the Members as set forth in these Bylaws; provided however that such notice shall specify the purpose for the meeting.

(d) Proxies. Directors may not vote by Proxy. Notice of all meetings of the Board shall reflect the vote or abstention from voting on each matter voted upon for each Director present at a Board meeting; provided however that secret ballots may be used in the election of officers.

(e) Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business. and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board there is less than a quorum, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. Adjournment of any meeting of the Board

to a different date, time or place must be announced at that meeting before an adjournment is taken, or the meeting must be re-noticed as required by these Bylaws.

3. Procedure. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Articles of Incorporation, these Bylaws or applicable Florida law.

ARTICLE VIII – FISCAL MATTERS

1. Fiscal Year. The fiscal year of the Association shall commence on a date designated by the Board.

2. Depositories. The funds of the Association shall be deposited into a savings and loan association, bank or other generally recognized financial institution and on account for the Association, by resolution duly approved by the Board and shall be withdrawn only over two (2) signatures of authorized Officers.

3. Books and Records. The Association shall maintain the following financial and accounting records according to generally accepted accounting principles:

- a. Accurate, itemized and detailed records of receipts and expenditures
- b. A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay Assessments, the date and amount of each payment on the account, and the balance due.
- c. All tax returns, financial statements, and financial reports of the Association.
- d. Any other records that identify, measure, record or communicate financial information.

4. Annual Budget. Prior to the commencement of each fiscal year, The Board shall prepare and present the annual budget for the Association. The budget shall reflect the estimated revenues and expenses for that fiscal year and the estimated surplus or deficit as of the end of the current fiscal year. The budget shall set out separately all fees or charges for recreational amenities, if any. The Association shall furnish each Member with a copy of the annual budget.

5. Financial Reporting. The Board shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The annual financial report will consist of either:

- a. Financial statements presented in conformity with generally accepted accounting principles or;

b. Financial report of actual receipts and expenditures, cash basis, which report shall show:

- i. The amount of receipts and expenditures by classification; and
- ii. The beginning and ending cash balances of the Association.

A copy of the financial report shall be furnished to each Member.

6. Insurance. The Association shall procure, maintain and keep in full force and effect all insurance required under Florida law, by the Declaration or as otherwise deemed reasonable and prudent by the Board.

ARTICLE IX – AMENDMENT

The Bylaws may be amended in the same manner provided for amendment of the Declaration.

ARTICLE X – CORPORATE SEAL

The corporate seal shall be engraved with the following: "Camino Gardens Association, Inc., 1962, Florida". Said seal shall remain in the custody of the Secretary and shall be affixed to all certificates of membership issued by the Association. This seal may also be affixed to other legal documents as required or permitted under Florida law.

ARTICLE XI - COMMITTEES

The Board shall have the power, or may delegate the power to the President, to establish and fix the authority and duties of all committees of the Association, except as heretofore specifically reserved to the Board. No committee of the Association may act on behalf of or bind the Association, unless the committee's action has been ratified in writing by the Board.

ARTICLE XII - VALIDITY

If any portions of the Bylaws shall be adjudged invalid, such fact shall not affect the validity of any other Bylaws.

EXHIBIT "C"
TO
AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR CAMINO GARDENS

Legal Description

The Plat of Camino Gardens, Section 1 recorded in Plat Book 27, Page 139, the Plat of Camino Gardens, Section 2 recorded in Plat Book 27, Page 214 and the Plat of Camino Gardens, Section 3 recorded in Plat Book 28, Page 103, all of the Public Records of Palm Beach County, Florida.

COMPOSITE EXHIBIT "D"
TO
AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
FOR CAMINO GARDENS

ANNEXED LANDS

LANDS CONVEYED BY INSTRUMENT RECORDED AT
OFFICIAL RECORDS BOOK 854, PAGE 598, PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA

PARCEL 1

A tract of land lying in Section 30, Township 47 South, Range 43 East, and being more particularly described as follows:

COMMENCING at the center of said Section 30, run the-ice South 89°34'37" West along the north line of the south half of said Section 30, a distance of 287.49 feet to a point on the east right-of-way line of the El Rio Canal; thence South 0°44'25" East along said right-of-way line, a distance of 771.39 feet to a point on the south right-of-way line of Camino Garden Blvd., said point being the Point of Beginning, (P.O.B.); thence run North 89°34'37" East along said south right-of-way line, a distance of 118.76 feet to a point of curvature; thence with a curve to the right having a radius of 503.48 feet, an arc distance of 215.29 feet and a central angle of 24°30'00" to a point of reverse curve; thence with a curve to the left, having a radius of 583.48 feet, an arc distance of 155.65 feet and a central angle of 15°17'07" to a point, said point being 500.00 feet west of as measured at right angle to the centerline of S.W. 4th Avenue; thence leaving said south right-of-way line, run South 3°13'04" East parallel to the centerline of S.W. 4th Ave., a distance of 450.90 feet to a point on the south line of the north half of the southeast quarter of said Section 30; thence South 89°46'42" West along said south line, a distance of 597.77 feet to a point on the east right-of-way line of the El Rio Canal; thence with said east right-of-way line North 11°19'54" East, a distance of 491.02 feet to a point; thence North 0°44'25" West, a distance of 57.92 feet to the Point of Beginning.

PARCEL 2

A tract of land lying in Section 30, Township 47 South, Range 43 East, and being more particularly described as follows:

BEGINNING at a point on the west right-of-way line of S.W. 4th Avenue which is South 3°13'04" East, a distance of 93.00 feet from the intersection of the west right-of-way line of S.W. 4th Ave. and the south line of the N.W. quarter of the N.W. Quarter of the S.E. quarter

of-way line, a distance of 20.85 feet to a point of curvature; thence with a curve to the right, having a radius of 25.00 feet, an arc distance of 40.49 feet and central angle of $92^{\circ}47'41''$ to a point of tangency on the north right-of-way line of Camino Garden Blvd.; thence South $89^{\circ}34'37''$ West along said north right-of-way line, a distance of 61.76 feet to a point of curvature; thence with a curve to the right, having a radius of 1,802.40 feet, an arc distance of 11.81 feet and a central angle of $0^{\circ}22'31''$ to a point which is 130.00 feet west of the centerline of S.W. 4th Ave.; thence north $3^{\circ}13'04''$ West, along a line parallel to the centerline of S.W. 4th Ave., a distance of 25.00 feet to a point; thence North $69^{\circ}09'10''$ East, a distance of 63.00 feet to a point; thence North $89^{\circ}34'39''$ East, along a line parallel to Camino Garden Blvd., a distance of 40.00 feet to the Point of Beginning.

PARCEL 3

A tract of land lying in Section 30, Township 47 South, Range 43 East and being more particularly described as follows:

BEGINNING at a point on the West right-of-way line of S.W. 4th Ave., which is 244.08 feet from the intersection of the west right-of-way line of S.W. 4th Ave. and the south line of the N.W. quarter of the N.W. quarter of the S.E. quarter of said Section 30; thence South $3^{\circ}13'04''$ East, along the said west right-of-way line, a distance of 20.25 feet to a point, thence South $89^{\circ}34'37''$ West, along a line parallel to the centerline of Camino Garden Blvd., a distance of 50.00 feet to a point; thence north $69^{\circ}57'31''$ West, a distance of 54.48 feet to a point which is 130.00 feet west of the centerline of S.W. 4th Avenue; thence North $3^{\circ}13'04''$ West, along a line parallel to the centerline of S.W. 4th Ave., a distance of 25.00 feet to the south right-of-way line of Camino Garden Blvd.; thence in an easterly direction along said south right-of-way line with a curve to the left, having a radius of 1,882.40 feet, an arc distance of 7.90 feet and a central angle of $0^{\circ}14'26''$ to a point of tangency; thence continue along said south right-of-way line North $89^{\circ}34'37''$ East, a distance of 68.56 feet to a point of curvature; thence in a southeasterly direction with a curve to the right, having a radius of 25.00 feet, an arc distance of 38.05 feet, and a central angle of $87^{\circ}12'19''$ to a point of tangency, said point being the Point of Beginning.

LANDS CONVEYED BY INSTRUMENT RECORDED AT
OFFICIAL RECORDS BOOK 1732, PAGE 927, PUBLIC
RECORDS OF PALM BEACH COUNTY, FLORIDA

Parcel 1

A tract of land lying in Section 30, Township 47 South, Range 43 East, and being more particularly described as follows:

COMMENCING at the Northwest corner of Southwest quarter of the Northwest quarter of Southeast quarter of Section 30, Township 47 South, Range 43 East, run South 0°40'09" East a distance of 75.00 feet to a point, thence South 89°34'37" West, a distance of 286.98 feet to a point on the east Right-of-Way line of El Rio Canal; said point being the Point of Beginning; thence North 0°44'25" West, a distance of 40.00 feet along said east Right-of-Way line to a point; thence North 89°34'37" East, a distance of 119.20 feet to a point of curvature; thence along the arc of a curve to the right, having a radius of 583.48 feet and a central angle of 24°30'00", a distance of 249.49 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 503.48 feet and a central angle of 24°30'00", a distance of 215.29 feet to a point of tangency; thence North 89°34'37" East, a distance of 38.18 feet to a point of curvature; thence along the arc of a curve to the right, having a radius of 1,882.40 feet and a central angle of 3°50'57", a distance of 126.47 feet, to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 1,802.40 feet, a central angle of 3°50'57", a distance of 121.09 feet to a point; thence North 89°34'37" East, a distance of 61.76 feet to a point; thence along the arc of a curve to the left, having a radius of 25.00 feet, a central angle of 92°47'41", a distance of 40.49 feet to a point which point is on the west Right-of-Way line of Southwest 4th Avenue; thence South 3°13'04" East, a distance of 130.15 feet along said west line; thence along a curve to the left, having a radius of 25.00 feet, a central angle of 87°12'19", an arc distance of 38.05 feet to a point; thence South 89°34'37" West, a distance of 68.56 feet to a point; thence along the arc of a curve, having a radius a 1,882.40 feet, a central angle of 3°50'57", 126.47 feet, to a point of reverse curve; thence along the arc of a curve to the left, having a radius of 1,802.40 feet, a central angle of 3°50'57", a distance of 121.09 feet to a point; thence South 89°34'37" West, a distance of 38.18 feet to a point; thence along the arc of a curve to the right having a radius of 583.48 feet and a central angle of 24°30'00", a distance of 249.49 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 503.48 feet and a central angle of 24°30'00", a distance of 215.29 feet to a point; thence South 89°34'37" West, a distance of 118.76 feet to a point on the east Right-of-Way line of El Rio Canal; thence North 00°44'25" West, a distance of 40.00 feet along said east Right-of-Way line to the Point of Beginning.

Parcel 2

The North 25' of the following described property abutting Camino Gardens Boulevard:

A tract of land lying in Section 30, Township 47 South, Range 43 East, being more particularly described as follow:

BEGINNING at the intersection of the North line of Boca Islands Section 1 as recorded in Plat Book 26, Page 186 of Palm Beach County Records and the West right-of-way line of S.W. 4th Ave.; thence South 89°46'42" West, a distance of 200.28 feet to a point; thence North 3°13'04" West, a distance of 439.22 feet to a point on the South right-of-way line of Camino Gardens Boulevard; thence with a curve to the left, having a tangent bearing of South 87°07'43" East, a radius of 1,882.40 feet; a central angle of 3°03'14", an arc length of 100.33 feet to a point; thence South 3°13'04" East, a distance of 25.00 feet; thence South 69°57'31" East, a distance of 54.48 feet to a point; thence North 89°34'37" East, a distance of 50.00 feet to a point on the West right-of-way line of S.W. 4th Ave.; thence South 3°13'04" East, along the West right-of-way line of S.W. 4th Ave., a distance of 392.78 feet more or less to the Point of Beginning.

Parcel 3

The North 25' of the following described property abutting Camino Gardens Boulevard:

A tract of land lying in Section 30, Township 47 South, Range 43 East, and more particularly described as follows:

BEGINNING at the intersection of the N.W. corner of Boca Islands Section 3, as recorded in Plat Book 27, Page 13, of the Public Records of Palm Beach County, Florida, and the South line of the North 1/2 of the S.E. 1/4 of Section 30; thence South 89°46'42" West, a distance of 199.45 feet to a point; thence North 3°13'04" West, a distance of 450.90 feet to a point on the South right-of-way line of Camino Gardens Boulevard; thence with a curve to the left, having a tangent bearing of South 81°12'30" East, a radius of 583.48 feet, a central angle of 9°12'53", an arc length of 93.84 feet to a point; thence North 89°34'37" East, a distance of 38.18 feet to a point; thence with a curve to the right, having a radius of 1,802.40 feet, a central angle of 3°50'57", a arc length of 121.09 feet to a point of reverse curvature; thence with a curve to the left, having a radius of 1,882.40 feet, a central angle of 0°33'17", an arc length of 18.22 feet to a point; thence South 3°13'04" East, a distance of 439.22 feet to a point; thence South 89°46'42" West, a distance of 70.92 feet more or less to the Point of Beginning.

Parcel 4

The South 25' of the following described property abutting Camino Gardens Boulevard:

A tract of land lying in Section 30, Township 47 South, Range 43 East, and being more particularly described as follows:

BEGINNING at the center of Section 30, Township 47 South, Range 43 East; thence South 0°40'09" East, a distance of 715.97 feet to a point on the North right-of-way line of Camino Gardens Boulevard; thence with a curve to the left, having a radius of 563.48 feet, a central angle of 16°41'47", an arc length of 170.01 feet to a point; thence South 89°34'37" West, a distance of 119.20 feet to a point on the East right-of-way line of El Rio Canal; thence North 0°44'25" West, along the East right-of-way line, a distance of 691.39 feet to a point; thence North 89°34'37" East, a distance of 37.34 feet to a point; thence with a bearing of North 7°19'47" West, a distance of 241.87 feet to a point, said point being on the South right-of-way of Camino Real; thence with a curve to the right, having a tangent bearing of South 58°50'08" East, having a radius of 960.00 feet, a central angle of 13°24'10", an arc length of 224.57 feet to a point; thence with a bearing of South 45°25'58" East, along the aforesaid South right-of-way line of Camino Real, a distance of 144.82 feet more or less to the Point of Beginning.

Parcel 5

The South 25' of the following described property abutting Camino Gardens Boulevard:

A tract of land lying in Section 30, Township 47 South, Range 43 East, and being more particularly described as follows:

COMMENCING at the center of Section 30, Township 47 South, Range 43 East; thence South 0°40'09" East, a distance of 656.04 feet to the Point of Beginning, also being the N.W. corner of the S.W. 1/4 of the N.W. 1/4 of the S.E. 1/4 of Section 30; thence North 89°40'30" East, along the North line of the South 1/2 of the North 1/2 of the S.E. 1/4 of Section 30, a distance of 449.35 feet to a point; thence South 3°13'04" East, a distance of 137.29 feet to a point on the North right-of-way line of Camino Gardens Boulevard; thence with a curve to the left, having a tangent bearing of North 86°51'28" West, a central angle of 0°17'02", a radius of 1,802.40 feet, an arc length of 8.93 feet to a point of reverse curvature; thence with a radius of 1,882.40 feet, a central angle of 3°50'57", an arc length of 126.47 feet to a point of tangency; thence South 89°34'37" West, a distance of 38.18 feet to a point of curvature; thence with a curve to the right, having a radius of 503.48 feet, a central angle of 24°30'00", an arc length of 215.29 feet to a point of reverse curvature; thence along the arc of a curve to the left, having a radius of 583.48 feet, a central angle

of 7°48'18", an arc length of 78.48 feet to a point; thence North 0°40'09" West, a distance of 59.93 feet more or less to the Point of Beginning.

Parcel 6

Lot 8, Block 9, Camino Gardens Section One, as recorded in Plat Book 27, Page 139-140 of the Public Records of Palm Beach County, Florida; LESS the South 20 feet thereof as measured at right angles to the South line of said Lot 8.

062695(hoe/0296caml.am2)

