

LA MIRADA AT BOCA POINTE

ALTERATION OF UNITS

- No exterior of any unit shall be altered without consent of the Board of Directors of the Association.

POOL

- No food of any kind in the pool area
- No beverages in glass containers in the pool area
- All children under the age of twelve (12) must be accompanied by an adult
- As a courtesy to your neighbors, please keep the volume on radios etc. at a reasonable level.
- No reserving lounge chairs
- Please take all belongings with you upon leaving the pool area.
- No diving or rough playing in the pool or pool area.
- **Swim at your own risk!** La Mirada is not responsible for any injuries incurred at the pool
- Please use trash receptacles and ashtrays that are placed for your convenience.

SALES AND TRANSFERS

- Prior to the sale, conveyance or transfer of any unit, the unit owner must notify the management company , in writing, and furnish all information required by the Board of Directors of the Association
- A Certificate of Approval must be issued by the Board prior to the closing of any transaction

RENTAL OR LEASES

- No unit shall be rented or leased without prior written approval of the Board of Director of the Association
- Tenants or temporary residents are prohibited from having pets during the term of the lease
- No unit shall be rented for less than three (3) months or more than twelve (12) months or more than twice (2) times per year.

MOVING TRUCKS/DELIVERY TRUCKS/CONTRACTORS

- No moving trucks or deliveries allowed on Sunday
- No moving trucks or deliveries allowed on Saturday after 6:00pm
- No tradesman/contractors after 6:00 pm weekdays

LIABILITY OF UNIT OWNERS

- If a unit owner refuses to make repairs as required or should a unit owner, guest or tenant cause damage to the common areas, the Association may make such repairs and/or replacements and has the right to levy a Special Assessment for the cost against the unit owner. It is the unit owner's responsibility!

ARTICLE VI

USE OF PROPERTY

6.1 Protective Covenants

La Mirada is subject to the following restrictions and covenants

6.1.1 Residential Use

All units shall be used, improved and devoted exclusively for residential use. Nothing herein shall be deemed to prevent the Unit owner from leasing a Unit, subject to all of the provisions of this Declaration. The use of Units for model homes, sales offices and/or administrative offices shall be permitted for the Trustee/Developer until the Trustee/Developer has sold all Units owned by it with La Mirada.

6.1.2 Recreation Facilities on Common Area

Nothing herein contained shall prevent or restrict the construction by the Trustee/Developer and maintenance by the Corporation of recreational facilities, including without limitation, swimming pools and other accessory facilities, upon the Common Areas.

6.1.3 Zoning

Uses which do not conform to Palm Beach County zoning ordinances will not be permitted upon the Common Areas. Any portion of the plat or plats of La Mirada containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

6.1.4 Temporary Buildings

No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Common Areas. However, the foregoing shall not restrict or prevent the construction and maintenance of temporary structures and facilities as are essential or appropriate to the development, construction and improvement of La Mirada and to the sale of Units, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

6.1.5 Burial of Pipes and Tanks

No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes and mechanical equipment used for irrigation purposes.

6.1.6 Nuisances

Nothing shall be done on the Common Areas which may be or may become an annoyance or nuisance to the neighborhood. In the event of any question as to what may become a nuisance, such question shall be submitted to the Board of Directors for a decision in writing and its decision shall be final. No refuse or unsightly objects shall be allowed to be placed or to remain anywhere on the Common Areas. The use of any driveway which may be in front of, adjacent to or part of the Common Areas as a park and place for golf carts, trailers, boats, motor homes or commercial vehicles is prohibited. The term "commercial vehicle" shall include all trucks and vehicular equipment exclusive of station wagons and passenger cars. No motor vehicles of any kind may be disassembled, serviced or repaired on the Common Area.

6.1.7 Walls or Fences

No wall, fence, hedge or similar structure (except for walls, fences, hedges or similar constructed by the Developer) shall be placed.

ALARM PARTNERS

Dear Valued Customer,

Congratulations on your new home! Your home has come equipped with a monitored Alarm Partners Alarm System. This is just a letter to inform you as to which number to call when you are in need of assistance. We have a special Customer Service telephone number reserved just for our Boca Pointe residents! The number Boca Pointe residents can call when they have questions or need to schedule a service call is (561) 395-4230. Also, you may call this number to get your account set up.

Information you will need to have ready:

1. The name or names you would like on the account
2. The new home telephone number
3. A password to cancel false alarms or establish identity
4. At least two (2) phone numbers that we may contact in an emergency.
For example: your cell phone, work, a friend, neighbor, or house sitter.

After we have gotten the account set up with your new information, we can set you up with an appointment for our technician to come out.

He will:

1. Reprogram the system with all your codes
2. Show you how to use the system
3. Inspect the equipment to ensure everything is in proper working order.

If you have any questions, comments, or need to set up your account, feel free to call (561) 395-4230. Thank you

LA MIRADA AT BOCA POINTE HOMEOWNERS ASSOCIATION

ARTICLE XIX

OCCUPANCY AND USE RESTRICTIONS

- A. THE Units shall be used for single-family residences only. No separate part of a Unit may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purpose. With the exception of a lender in possession of a Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit owner may rent a Unit for a term of less than one (1) month nor may any Unit be rented more than (3) times in any twelve (12) month period without the prior consent of the Association.
- B. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose) without the prior consent of the Association, or except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair their own unit.
- C. Nothing shall be done or kept in any Unit or in the Common elements serving the Units which will increase the rate of insurance on the Buildings or contents thereof without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which would result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the Common Elements.
- D. In order to enhance the sound conditioning of the Buildings, the floor covering for all occupied Units shall meet the minimum standard as may be specified by rules and regulations of the Association.
- E. No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other usual household pets may be kept in Units, subject to rules and regulation adopted by the Association, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days written notice from the Association. The Association may restrict pets from access to any portions of the Common Elements, and may designate other portions of the Common Elements to accommodate the reasonable requirements of Unit owners who keep pets.

- F. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or occupants.
- G. Except as otherwise specifically provided herein, nothing shall be done in any Unit or on, in or to the Common Elements which will impair the original color scheme or structural integrity of the Buildings or which would structurally change the buildings.
- H. No Unit owners shall overload the electric wiring in the Buildings, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others. No Unit owner shall overload the floors of any Unit. The use of water-beds and similar furnishings and equipment which may cause floor overloads shall be subject to Association approval.
- I. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of or exposed on any part of the Common Elements or on any patio or balcony of a Unit. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material which are not in receptacles provided for such purpose, nor shall any boats, campers, commercial vehicles or motorcycles be stored or parked upon any portion of the Common Elements (including Limited Common Elements) except in areas designated by the Association for storage and/or parking. This is not to prohibit the storage of vehicles in the garage which is part of the Unit, as shown on Exhibit B hereto. In addition, the Association may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Elements to be removed or towed away and any towing or removal charge shall be paid by (and if not paid, shall become a lien upon the Unit of) the Unit owner of the vehicle in the same manner as provided in Article XI for non-payment of assessments.
- J. There shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except as permitted by the rules & regulations of the Association.
- K. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any Unit, except as hereinafter provided.

- L. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any of the Common Elements, Limited Common Elements or Units excepting for spaces specifically provided for such signs as shall be designated by the Association and the right is specifically reserved by the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit. I may from time to time own and the same right is reserved to any Institutional Mortgages which may become the owner of a Unit.
- M. The Unit restrictions in paragraphs A through L of this Article XIX shall not, however, be construed in such a manner as to prohibit a Unit owner from (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; (iii) handling personal business or professional telephone calls or correspondence therefrom; or (iv) maintaining person computer system. such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs A through L of this Article XIX.
- N. The Association may, from time to time, promulgate such other Rules and Regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Unit Owners.
- O. Notwithstanding the other provisions of this Declaration, the occupancy and use restrictions of this Declaration, the occupancy and use restrictions of the Article XIX, shall not apply to Developer. Developer reserves and its nominees shall have the right to enter into and transact on Condominium Property any business necessary.