

**DECLARATION OF  
COVENANTS, RESTRICTIONS  
& EASEMENTS FOR GRACE'S  
MANOR,  
DELRAY BEACH, FLORIDA**

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**DECLARATION OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR GRACE'S MANOR**

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR GRACE'S MANOR ("Declaration") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by GRACE'S MANOR TRACTS INC., a Florida not for profit corporation (hereinafter "INC."), and GRACE'S MANOR LLC, a Florida limited liability company (hereinafter LLC"), their successors and assigns (hereinafter collectively referred to as the "Declarant"), and joined in by GRACE'S MANOR HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (hereinafter referred to as the "Association").

**RECITALS:**

A. Declarant owns certain real property located in Palm Beach County, Florida, which is more particularly described on **Exhibit "A"** attached hereto (the "Property").

B. Declarant Inc. is developing the Property as part of a residential community known as *GRACE'S MANOR* (hereinafter called the "Community").

C. In order to provide for the orderly development and efficient operation of the Property and to maintain the values thereof, Declarant intends to develop the Property pursuant to a general plan, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and burdens, all running with the Property (hereinafter collectively referred to as "the Declaration"), as hereinafter set forth.

D. The purpose of this Declaration is to:

(1) submit the lands described on Exhibit "A" in this instrument and improvements on such lands and improvements to be constructed upon such lands to use in the manner provided by Chapter 720, Florida Statutes, as amended from time to time, hereinafter referred to as the "Homeowners' Association Act".

(2) have the Association assume all of the obligations of the Estates Mango de Paris Homeowners Association as to the maintenance and repair of Tracts A and B as dedicated on the Paris Plat, and the drainage easements as dedicated on the Paris Plat and the Grace's Manor Plat.

E. In connection with the foregoing, Declarant deems it desirable to create the Association, a corporation not for profit, under the laws of the State of Florida, to which certain rights, powers, duties and obligations for the Property have been delegated and assigned including, without limitation, operation, administration, maintenance and repair the "Common Properties" (as hereinafter defined), and administering and enforcing the provisions of this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property shall be hereafter owned, used, sold, conveyed, improved, encumbered, hypothecated, leased, demised and occupied, all subject to the covenants, restrictions, easements, reservations, conditions, regulations, burdens, liens, equitable servitudes and all other provisions of this Declaration as hereinafter set forth, which shall run with, benefit and burden all of the Property, and shall be binding on all parties having any right, title or interest in the Property, or any portion thereof, including the parties' heirs, personal representatives, successors and assigns.

## **ARTICLE I - DEFINITIONS**

1.1 **"Articles"** shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Department of State of Florida, a copy of which *is* attached hereto as **Exhibit "B"** as such Articles may be amended from time to time.

1.2 **"Assessment(s)"** shall mean and refer to "Common Assessments," "Individual Assessments," and "Special Assessments," (as each is hereinafter defined), individually and collectively, as the context may require.

1.3 **Assessment(s)"** shall mean and refer to "Common Assessments," "Individual Assessments," and "Special Assessments," (as each is hereinafter defined), individually and collectively, as the context may require.

1.4 **"Association"** shall mean and refer to "Grace's Manor Homeowners' Association, Inc.," a Florida corporation not for profit, its successors and assigns.

1.5 **"Board of Directors"** or **"Board"** shall mean and refer to the Board of Directors of the Association.

1.6 **"Bylaws"** shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, as the Bylaws may be amended from time to time. A copy of the Bylaws is attached hereto as **Exhibit "D"**.

1.7 **"City"** shall mean and refer to the City of Delray Beach, Florida, including all of its agencies, divisions, departments, attorneys, or agents employed to act on its behalf.

1.8 **"Common Assessment"** shall mean and refer to the charge against all Owners and their "Lots" (as hereinafter defined), representing their proportionate share of the routine "Common Expenses" (as hereinafter defined) of the Association.

1.9 **"Common Expenses"** shall mean and refer to the actual and estimated costs of ownership, maintenance, management, operation, repair and replacement of the Common Properties, together with any other portion of the Property which is now or hereafter becomes the maintenance obligation of the Association, including but not limited to, any maintenance easements or other easements covering portions of Lot(s) in favor of the Association, including reserves for the foregoing to the extent adopted as part of the Association's budget, as provided in the Bylaws, including, without limitation: (a) unpaid Assessments; (b) the costs of any and all commonly-metered utilities, , if any, and other commonly-metered charges for the Common Properties; (c) costs of all gardening and other services benefiting the Common Properties, all recreational facilities there on, and all Easements; (d) costs of fire, casualty and liability insurance, workers compensation insurance, and other insurance covering or connected with the Association or the Common Properties; (e) costs of bonding the members of the Board and the "Management Company" (as hereinafter defined); (f) taxes paid by the Association, including real property taxes for the Common Properties, if any; (g) amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Properties, or portions thereof, (h) the cost and expenses required to be paid by the Association in connection with the maintenance and repair of the dock, as more fully set forth in Section 5.3 hereof; and (i) costs of any items or expenses incurred by the Association for any reason whatsoever in connection with the Common Properties, the Association's rights or duties hereunder, and/or for the benefit of the Owners or the Property.

1.10 "Common Properties" shall mean and refer to those portions of the Property (or any interest therein) which are declared as being Common Properties in this Declaration or in any "Supplemental Declaration" (as hereinafter defined), or those portions of the Property (or any interest therein) which are conveyed by Declarant or otherwise to the Association as Common Properties, including where the context requires, or permits, any "Improvements" (as hereinafter defined) thereon or any personal property owned by the Association and used or useful in connection with the operation of the Common Properties. Common Properties are for the common use and enjoyment of the Owners, subject to the rights hereunder of Declarant and others. Declarant hereby declares the real property described in **Exhibit "C"** attached hereto to be the initial Common Properties, being Tracts A and B of the Paris Plat.

1.11 "County" shall mean and refer to Palm Beach County, Florida.

1.12 "Declarant" shall mean and refer to GRACE'S MANOR TRACTS INC., a Florida not for profit corporation (hereinafter "INC."), and GRACE'S MANOR LLC, a Florida limited liability company presently having offices located in Palm Beach County, Florida, and any assignee of Declarant's rights hereunder in accordance with Section 15.12 hereof, but only to the extent that such assignment is evidenced by an express written assignment of Declarant's rights recorded in the Public Records of the County.

1.13 "Declaration" shall mean this instrument, as it may be amended from time to time.

1.14 "Family" shall mean and refer to (i) a group of natural persons related by blood, or legally related to each other by marriage, or adoption, or (ii) a group of persons not so related who maintain a common household on a Lot.

1.15 "Grace's Manor Plat" shall mean the Plat of Grace's Manor, according to the Plat thereof as recorded in Plat Book 136, Pages 24-25, of the Public Records of Palm Beach County, Florida. Each Owner, by acceptance of a deed to a Lot, shall be deemed to be bound by and shall comply with each and every Grace's Manor Plat restriction applicable to the Lot. The Association shall be empowered (but not obligated) to enforce any Grace's Manor Plat restriction as if the restrictions were part of this Declaration.

1.16 "Improvement" shall mean and refer to all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Common Properties.

1.17 "Individual Assessment" shall mean and refer to a charge against one or more Owners and their Lots, directly attributable to such Owner(s)' failure to duly perform or breach their obligations or burdens hereunder, and the Association's enforcement of this Declaration against such Owner(s) and/ or Lot(s), as further described in Article VI of this Declaration.

1.18 "Institutional Mortgage" shall mean and refer to any bona fide first mortgage encumbering a Lot which was made in favor of Declarant, a bank, mortgage company, insurance company, federal or state savings and loan association, real estate or mortgage investment trust., or other lender who makes residential mortgage loans in the ordinary course of its business and is generally recognized in the community as an institutional lender.

1.19 "Institutional Mortgagee" shall mean and refer to the holder of any Institutional Mortgage.

1.20 "Lot" shall mean and refer to Lots 11A, 11B, 11C and 11D as shown on the Grace's

Manor Plat, as presently or hereafter recorded or modified, or as shown on any plat waiver or record survey filed with the County, or any parcel of land located within the Property which has been or is intended to be conveyed to an Owner and which contains or is intended to contain one dwelling unit, together with any Improvements which may be constructed thereon

1.21 **"Members"** shall mean and refer to any Persons who are entitled to membership in the Association, as provided in Article III hereof

1.22 **"Notice and Hearing"** shall mean and refer to written notice and a public hearing, before a tribunal appointed by the Board, at which the Owner charged with a particular offense shall have an opportunity to be heard in person or by counsel at such Owner's expense and as otherwise provided in the Bylaws.

1.23 **"Owner"** shall mean and refer to a record owner of any percentage of the fee simple interest in a Lot within the Property, including Declarant, but excluding those Persons having an interest in a Lot merely as security for the performance of an obligation. For purposes of Article X of this Declaration only, unless the context otherwise requires, the term Owner shall also include the Family, invitees, licensees, lessees and sublessees of any Owner, and any other user or occupant of a Lot. If a Lot is owned by more than one Person, the term Owner shall mean each such Person, jointly and severally.

**1.24 "Paris Plat"** shall refer to the Plat of Estates Mango de Paris, recorded in Plat Book 74, Pages 192-192, Public Records of Palm Beach County.

1.25 **"Person"** shall mean and refer to any of an individual, corporation, governmental agency, trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity with the legal right to hold title to real property.

1.26 **"Property"** shall mean and refer to all of that certain real property located in Palm Beach County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof, and as may be amended from time to time pursuant to this Declaration.

1.27 **"Residential Property"** shall mean and refer to all real property within the Property which is not Common Properties, and which is not otherwise dedicated, restricted or limited for non-residential use.

1.28 **"Rules"** shall mean and refer to the rules and regulations, which are duly adopted by the Association from time to time.

1.29 **"Special Assessment"** shall mean and refer to a charge against all Owners and their Lots, representing their proportionate share of the cost incurred by the Association for: (i) reconstruction on the Common Properties pursuant to the provisions of this Declaration; (ii) installation or construction of any capital improvements on any portion of the Common Properties which the Association may from time to time authorize; or (iii) any other extraordinary expense of the Association, including, but not limited to, amounts necessary to pay shortages in Common Expenses of the Association after collections of Common Assessments, as all are further described in Article VI.

1.30 **"Supplemental Declaration"** shall mean and refer to any declaration of covenants, restrictions and easements which may be recorded by Declarant for the purpose of supplementing or amending this Declaration.

1.31 "Surface Water Management System" shall mean and refer to the collection of devices, improvements or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration, trenches, wetland preserve areas, mitigation areas, lakes, dams, impounds, French drains, reservoirs, drainage maintenance easements, and those works defined in Section 373.403(1)-(a) of the Florida Statutes.

The foregoing definitions shall be applicable to this Declaration, as amended from time to time, and also to any Supplemental Declaration, unless specifically stated to the contrary herein or therein.

## **ARTICLE II - OWNER'S PROPERTY RIGHTS, EASEMENTS**

2.1 Owner's Easements of Enjoyment. Every Owner shall have a nonexclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of, the Common Properties, which shall be appurtenant to and shall pass with title to every Lot, subject to the following conditions, provided, however, that none of the following shall deny the rights of ingress and egress granted in this Declaration, and to the extent they attempt to deny any rights of ingress and egress they shall not be of any force or effect:

A. The right of the Association to reasonably limit the number of guests or invitees of Owners using the Common Properties at any one time.

B. The right of the Association to establish Rules pertaining to the use of the Common Properties, including, but not limited to, the right and obligation of the Association to enforce all restrictions within the Common Properties.

C. The right of the Association, in accordance with the Articles, Bylaws and this Declaration, with the vote or written assent of Members entitled to cast sixty-seven (67%) percent of the votes of Members in the Association, to borrow money for the purpose of improving the landscaping of and improvements to the Common Properties.

D. The right of Declarant (and its sales agents, customers and representatives) to the non-exclusive use of the Common Properties and the facilities thereof, without charge, including ingress and egress, as necessary, for purposes of sales, marketing, advertising, display, signs, access, construction, development and any other activities or purposes.

E. The right of the Association or Declarant to construct replace or refinish any Improvement or portion thereof upon the Common Properties, in accordance with the provisions of this Declaration.

F. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Properties.

G. The right of the Association or Declarant to grant such other easements over the Common Properties as Declarant deems appropriate, which easements shall be joined in or similarly granted by the Association as requested by Declarant or sought by the Association.

H. The right of the Association to suspend the right of an Owner to use the Common Properties (except for purposes of ingress and egress) for any Owner, except Declarant, in accordance with the terms and conditions of the Florida Statutes and for: (i) any period during which any Assessment against an Owner's Lot remains unpaid and delinquent; and (ii) a period not to exceed thirty (30) days for any single infraction of this Declaration or the Rules of the Association, provided

that any suspension of such rights to use the Common Properties based upon infractions other than non-payment of Assessments shall be made only by the Board after Notice and Hearing as provided in the Bylaws.

Anything to the contrary herein notwithstanding, no action authorized in the lettered paragraphs above shall be taken which in any fashion impairs or limits Declarant's rights hereunder without the prior written consent of Declarant, as long as Declarant owns any portion of the Property.

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties and facilities to the members of the Owner's Family, in accordance with the Bylaws. Any Owner may so delegate such rights to the Owner's tenant(s) who reside on the respective Lot, subject to the Rules and other reasonable regulations imposed by the Board.

2.3 Waiver of Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association, or cause a release of the Lot owned by the Owner from the liens and charges hereof, by waiver of the use and enjoyment of the Common Properties or by abandonment of the Owner's Lot.

2.4 Title to the Common Properties. The Declarant shall transfer Tract "B" to the Association contemporaneously with the recording of this Declaration. Within a reasonable time after all Improvements anticipated to be constructed in the Residential Property have been constructed and conveyed to purchasers, or sooner at the option of Declarant, Declarant shall convey to the Association by quit-claim deed the fee simple title to the remaining Common Properties and the Association shall be bound to accept said conveyance without the joinder to such deed. Declarant, and thereafter the Association, shall hold title to the Common Properties for the benefit of those Persons entitled to use same under the provisions hereof. Declarant may mortgage the Common Properties to finance the original development and construction thereof, provided that the Common Properties shall be free and clear of all mortgages at the time of conveyance to the Association, and the Association shall not be personally liable for payment of the debt secured by such mortgage(s). The Association is obligated to accept any and all conveyances to it by Declarant of a fee simple title, easement, or lease to any portion of the Common Properties and the personal property and improvements appurtenant thereto, subject to the terms and provisions of this Declaration. At the time of any such conveyances, the Association shall be required to accept such portion of the Common Properties and the personal property and Improvements appurtenant thereto "AS IS" without any representation or warranty, expressed, implied in fact or by law as to the condition or fitness thereof. Notwithstanding the foregoing, only subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Properties to a third party without (i) if prior to the Community Completion Date (as defined below), the consent of Declarant, or (ii) from and after the Community Completion Date, approval of (a) one hundred percent (100%) of the Board; (b) one hundred percent (100%) of all of the votes in Association; and (c) approval of the City of Delray Beach. As used herein, "Community Completion Date" shall mean the date upon which all Lots in the Community, as fully developed, have been conveyed by Declarant to Owners.

Notwithstanding anything contained herein to the contrary, the Association has the obligation to maintain Tract B and the Paris Plat drainage easements.

2.5 Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) over and across those portions of the Common Properties lying adjacent to and between the boundary line(s) of the Lot(s) and the access ways, as the case may be, which portions of the Common Properties are either



designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from Tracts A and B via the Access Easements granted on the Paris Plat and dedicated rights of way. Any rights granted or reserved under this Section however, shall be subject to any rights granted or permitted to be granted by Declarant and/or the Association to third parties as provided in this Declaration.

2.6 Utilities. The Property shall be subject to such non-exclusive easements as may be determined in the sole discretion of Declarant for utilities, including, but not limited to, drainage, water, sewer, telephone, electric and cable television, as may be reasonably required to properly and adequately serve the Property or other portions of the Community as it exists from time to time, provided, however, that no such easements shall exist so as to unreasonably interfere with the use of the Property subject to same or so as to cause any encroachments of such easements upon any buildings or other Improvements, wherever said buildings or other Improvements may be located from time to time. Declarant reserves the right to locate water, sewer, electric, and other utility lines, meters, including sanitary sewer lines, serving any Lot, buildings or other facilities in one common location on one Lot, and in that event an easement shall exist for the meters so constructed and sanitary sewer manifolds so constructed, and any wires, pipes, or other facilities connecting such utilities to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof. No structure, planting or other material or improvement may be placed or permitted to remain within any utility easement that will interfere with or prevent the maintenance of utilities, except at the sole risk of the applicable Owner.

2.7 Declarant. Declarant hereby reserves such non-exclusive easements as are necessary (in Declarant's reasonable discretion) over, under, across and through the Property, in order to exercise its rights hereunder and otherwise construct, develop and market the Property, including, but not limited to installation of any and all entry features, signage, monuments, landscaping features, perimeter walls, and/or entry walls, if any. Without limiting the generality of the foregoing, Declarant hereby specifically reserves the right to install or place within the Property and/or the Common Properties any and all marketing, advertising, decorative features, or any other items in Declarant's sole and absolute discretion. Unless Declarant conveys such item(s) to the Association, such item(s) shall remain the sole property of Declarant and Declarant shall have the right, but not the obligation, to remove all or any one of such item(s) at any time. The Property shall be subject to any and all such easements deemed necessary by Declarant, provided, however, that no such easements shall exist so as to unreasonably interfere with the use of the Property subject to same or so as to cause any encroachments of such easements upon any buildings or other Improvements wherever said buildings or other Improvements may be located from time to time. Any easement rights created by this Declaration, generally or specifically, in favor of Declarant, may be assigned by Declarant, partially or otherwise, without the consent or joinder of the Association or the Owners. Furthermore, Declarant reserves the exclusive right, but not the obligation, to install from time to time, improvements within the Common Properties consisting of walls, fountains, sidewalks, buffers, fences, gates, or similar Improvements, in Declarant's sole and absolute discretion. In addition, Declarant and Association are granted a perpetual and irrevocable easement over, under, across and through the Property for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or

remove structures on any portion of the Property if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

2.8 Easements. Declarant reserves unto itself, including its designees from time to time, perpetual, non-exclusive easements of access, ingress and egress as are deemed necessary by Declarant (in Declarant's reasonable discretion) over, under, through and across any Lot, in order to (i) obtain access to any Lot or portion of the Property owned by Declarant, (ii) exercise its rights hereunder, (iii) otherwise construct, reconstruct, develop, repair, replace and/or alter any improvement or facility located or to be located on the Common Properties or on any Lot, including the roof; or (iv) for any other purpose which is deemed necessary by the Declarant in its sole and absolute discretion; provided, however, that Declarant's use of such easement shall not unreasonably interfere with the Owner's use of its Lot.

2.9 Additional Easements. For so long as Declarant owns any portion of the Property, Declarant reserves the exclusive right, in its sole discretion, to grant easements, permits and/or licenses for ingress and egress, drainage, utilities services, maintenance, telecommunication services, and other purposes over, under, across and through the Property, including the Lots, so long as any said easements do not materially and adversely interfere with the intended use of the Lot previously conveyed to Owners. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant or easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot as a residence. As an illustration, Declarant may grant an easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of the Property so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of the Lot. The Association shall not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor shall it grant any such easements, permits or licenses prior to the date which Declarant no longer owns any portion of the Property without the prior written consent of the Declarant, which may be granted or denied in Declarant's sole discretion.

2.10 Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to the Declaration, including but not limited to the functions of the Association contained in Article V hereof. Furthermore, a non-exclusive easement is hereby created over all private roads, utility easements, drainage easements, ingress and egress easements, and landscaping easements located on any Lot, whether now existing or hereafter created, and over, under and across all Common Properties, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association. The Association shall have the right to assign, in whole or in part, without the consent or joinder of any Owner(s), Mortgagees or third parties, any easement rights created under this Section to any public agency, authority, utility or private party or entity.

2.11 Drainage Easement(s). An easement for drainage and flowage over, under, across and upon those portions of the Property which are more particularly set forth in the Paris Plat and the Grace's Manor Plat, and described on the Paris Plat and Grace's Manor Plat as being drainage easements, (the "Drainage Easement(s)"), is hereby granted in favor of the Association, the Declarant and each of the Owners, which shall include, but shall not be limited to, reasonable rights of access, ingress and egress for persons and equipment to construct, install, maintain, alter, inspect, remove,

relocate and repair the water drainage systems and the flowage pipes.

2.12 Execution. If and to the extent that the creation of any future easements (exclusive or non-exclusive), deemed necessary by Declarant for any purpose it deems appropriate in its sole discretion, including but not limited to, access, ingress and egress, emergency access, utilities, drainage, landscaping, water and sewer, gas, cable television and related uses, electric and telephone, requires the joinder of any Owner(s), then Declarant may by its duly authorized officers, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments required to create such easements, so long as said easements do not encroach upon any buildings. The easements may be created upon any portion of the Property, including but not limited to, Lots and Common Properties and shall be valid and effective whether created before or after Declarant has conveyed title to any portion of the Property so affected, and said easements shall not require the joinder of any Owners, Mortgagees, the Association or any other party holding an interest in the Property affected. The Owners, by the acceptance of deeds to their Lots, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal agent or attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to Article II of this Declaration.

2.13 Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article II shall survive any termination of this Declaration.

### **ARTICLE III - MEMBERSHIP IN ASSOCIATION**

3.1 Membership. Every Owner of a Lot, including Declarant, shall be a Member of the Association (hereinafter referred to as the "Membership"). Membership in the Association, except for Membership of Declarant, shall be appurtenant to and may not be separated from the Lot. Except as to Declarant, ownership of a Lot shall be the sole qualification for Membership in the Association.

3.2 Co-Ownership of Lots. When more than one Person owns an interest in any Lot (a "Co-Owner"), all such Co-Owners shall be Members, but only one such Co-Owner shall be entitled to exercise the vote to which the Lot is entitled. All Co-Owners of each Lot shall designate in writing to the Secretary of the Association one of their number to so vote the interests of their Lot. Fractional votes shall not be allowed. The vote for each Lot shall be exercised as a single vote or not at all. Where no voting Co-Owner is designated, the Lot shall not be entitled to vote until one individual is designated by all Co-Owners to vote the interests of the Lot. The nonvoting Co-Owner(s) shall be jointly and severally responsible for all of the obligations imposed upon the Lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established herein, or in the Bylaws, shall be binding on all Co-Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration, any Supplemental Declaration, and in the Articles and Bylaws (to the extent applicable). If a Lot is owned by a corporation or other entity, a certificate signed by an appropriate officer or agent of the entity and filed with the Secretary of the Association shall designate the individual entitled to vote for the Lot.

### **ARTICLE IV - VOTING RIGHTS**

4.1 Classes of Voting Membership. The Association shall have one (1) class of Members, each with voting rights as follows: Each Owner, including Declarant, shall be entitled to one (1) vote for each Lot owned at the time, which vote shall be exercised in accordance with the

Articles and Bylaws (to the extent applicable).

## **ARTICLE V - FUNCTIONS OF THE ASSOCIATION**

5.1 **Through Board Action.** The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

5.2 **Required Services.** In addition to those other responsibilities specified in the Articles or Bylaws, the Association, or its Management Company if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

A. All maintenance of the Common Properties, and all Improvements thereon, as and when deemed necessary by the Board.

B. Except as limited by this Section 5.2.B and Sections 9.1 and 9.2 hereof, maintenance and care for all landscaped areas within the Common Properties.

C. Maintenance of any and all Lot drainage, including curbs, gutters, sanitary sewer manifolds, storm sewers and swales, located adjacent to, within or throughout the Common Properties, Lots, or within any portions of the Property which may now or hereafter be dedicated to the public or to any governmental body, or conveyed or transferred to any public agency, authority, utility, homeowners association, or private party or entity.

D. Payment of ad valorem and commercial personal property taxes, if applicable, with respect to the Common Properties, both prior to and after conveyance of same by Declarant to the Association. This provision for payment of taxes prior to conveyance of legal title is fair in light of the Members' use and benefit of such property by virtue of easements created herein.

E. Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time, both prior to and after conveyance of same by Declarant to the Association.

F. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Articles or Bylaws.

G. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting and financial, and communication services such as informing Owners of activities, notice of meetings, and other important events.

H. Purchasing insurance as may be required hereby or by the Bylaws and any other insurance to the extent deemed necessary or desirable by the Board, including but not limited to blanket insurance policies covering the improvements located on the Lots that the Association is required to maintain or replace or repair, which blanket insurance policies shall be in the name of the Association, individually and as agent for the Owners covered by the policies, without naming them and as agents for their mortgagees without naming them.

I. Acceptance of any instrument of conveyance with respect to any Common

Properties delivered to the Association by Declarant.

### 5.3 HOA Dock Use.

#### A. HOA Dock Use, Maintenance and Service.

The Association may agree to delineate and designate areas of the dock constructed by the Declarant (hereinafter the "HOA Dock") corresponding to each Lot and/or may agree to joint use of the entire HOA Dock, in the Association's discretion; provided that each Owner shall have the exclusive use rights for one boat slip adjacent to the HOA Dock. An Owner shall not use the HOA Dock in any way that unreasonably interferes with the other Owners' use of the HOA Dock or the lake. If an Owner moors a boat on its portion of the HOA Dock, such boat shall be located exclusively on that Owner's share of the HOA Dock, unless otherwise agreed by the Association. The Association shall maintain the HOA Dock for the benefit of the Property in a satisfactory condition; provided that maintenance of any exclusive use slips and other designated exclusive use areas shall be the sole responsibility of the Owner that has exclusive use of such areas.

The Association will be responsible for the maintenance and/or repair of the HOA Dock in accordance with their Homeownership rights. However, if it is alleged that any such need for repair is due to the acts and/or omissions of one of the Owners, then such Owner shall be solely responsible for such repair.

Each Owner shall have equal rights to the use and enjoyment of said HOA Dock space. Each Owner shall have the right to allow friends and Family members who do not reside at the Property to use and enjoy HOA Dock privileges, but such right does not extend to the use of individuals who do not own property in the Property to use the HOA Dock at any time in which the Dock Owner is not present. Without any exceptions, no Boat may be Docked that does not belong to an Owner.

#### B. Joint Use Restriction.

No Owner shall build any overwater structures on the HOA Dock, except that an Owner may install a boat lift and associated improvements within that Owner's designated boat slip area upon approval as set forth in Section 3 below, and in compliance with permitting requirements.

Each Owner shall keep his HOA Dock slip clean and free of any impediment (boxes, lockers, ice chest or any personal property). Each Owner must keep the HOA Dock in a reasonably safe condition and ensure the HOA Dock does not present a safety risk.

Each Owner shall use his slip or any other area of the HOA Dock for the purpose intended and only for the size and character of their Boat suited to their slip.

#### C. Maintenance Decisions.

Decisions regarding maintenance, service, and improvements to the HOA Dock and/or modification or amendment of this Agreement must be made by unanimous agreement of the members of the Association.

#### D. Mutual Easement.

Each Owner within the Property hereby grants a perpetual, nonexclusive mutual easement for the access, use, maintenance, service, and improvement of the HOA Dock to the other Owners.

#### E. Maintenance Costs.

The costs of repair, replacement and maintenance of the HOA Dock pursuant to this Agreement shall be paid by the Association on an equal share basis. Each Owner agrees to indemnify the other Owners up to the first Owner's respective percentage share of the costs of said maintenance, service, and improvements reasonably necessary. This indemnity provision shall not be construed to require that the underlying costs of an assessment be

paid before the other Homeowner has the right to enforce payment.

F. Indemnification.

Each Owner will indemnify and hold the other Owners harmless for any injury, loss, damage, cause of action, or claim resulting from any and all acts or omissions of the Owner, his agent, guest or other persons or entities on or utilizing the premises at the Owner's request.

5.4 Authorized Services. The Association shall be authorized to provide the following functions and services and shall have easement rights necessary to perform same:

A. Such services as are authorized in the Articles or Bylaws;

B. Cleanup, landscaping, maintenance, dredging, water treatment or other care of Tract "A", Tract "B" and access easement areas on the Lots to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;

C. Dedicate, grant, release, convey, alienate or transfer all or any portion of the Common Properties, including but not limited to any waterway or roadway, or any portion thereof, at anytime, to any public agency, authority, utility, homeowners' association, or private party or entity, subject to the consent rights of the City of Delray Beach.

D. Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community.

5.5 Surface Water Management and Drainage. The surface water management and drainage system for the Property is part of one integrated system, is initially owned by the Declarant (within the Grace's Manor Plat) and will be owned in the future by the Association as part of the Common Properties. There are also drainage easements contained within the Paris Plat, which the Association is assuming the responsibility to maintain. An easement is hereby created over the Common Properties, the Lots and over all drainage easements throughout the Property whether now or hereafter existing, in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property; provided, however, that such easement shall be subject to Improvements constructed within the Property as permitted by controlling governmental authority from time to time. The surface water management and drainage system shall be developed, operated and maintained in conformance with the requirements of the City of Delray Beach ("City") and/or any other controlling governmental authority. The Association shall maintain the entire surface water management and drainage system within the Property including any portion thereof owned but not maintained by the City or the South Florida Water Management District (hereinafter the "SFWMD") or Florida Department of Transportation. Upon presentation by the Declarant, the Association shall immediately execute all necessary documentation required to be executed by any governmental or quasi-governmental agency, evidencing that the Association shall assume the maintenance responsibilities of the entire surface water management and drainage system. Notwithstanding the foregoing, the Association will have the right, but not the obligation, to maintain any Property, which is owned and/or maintained by the City or the SFWMD or any other controlling governmental authority subject to the requirements of the City or the SFWMD.

(A) Any proposed amendment to this Declaration, which would affect the

surface water management and drainage system, environmental conservation areas, if any, or water management portions of the common areas must be submitted to the SFWMD to determine whether the proposed amendment necessitates a modification of the Surface Water Management Permit (the "Permit"). After a review of the proposed amendment, the SFWMD will advise the Association if a modification of the permit is necessary. The Permit and its conditions shall be attached to the Rules as an Exhibit thereto, the Registered Agent for the Association shall maintain copies of all further permitting actions for the benefit of the Association.

(B) The SFWMD, the Association and all other appropriate governmental authorities shall have easements for ingress and egress on and over the Surface Water Management System and other areas reasonably needed for ingress and egress to the Surface Water Management System to enforce and carry out the requirements of the Association, and other governmental authorities, and to carry out the SFWMD Permit requirements and other applicable governmental requirements relating to the Surface Water Management System.

**5.6 Actions by Association.** Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extrajudicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 67% of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 5.6, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.6 may not be amended.

**5.7 Survival.** Any easement, rights granted and reserved under Sections 5.4 and 5.5 above shall survive any termination of this Declaration.

## **ARTICLE VI - COVENANT FOR ASSESSMENTS**

**6.1 Obligation for Assessments.** Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Common Assessments for Common Expenses, (2) Individual Assessments, and (3) Special Assessments, hereinafter collectively described as the "Assessments." All Assessments are to be imposed and collected as hereinafter provided. The obligation of each Lot and Owners thereof for its respective Assessments shall commence the day on which title to the Lot is conveyed by Declarant to the first purchaser thereof and shall be prorated from such date. All Assessments, together with interest, costs, late charges and reasonable attorneys' fees for the collection thereof, shall be a charge on each Lot (except for Declarant-owned Lots) and shall be a continuing lien thereon as more particularly described in Article VII hereof. Each Assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the Assessment fell due. Subject to the provisions of this Declaration protecting Institutional Mortgagees, the personal obligation for delinquent Assessments shall be the joint and several obligations of such Owner and the successors- in-title to such Owner.

**6.2 Common Assessments.** The Common Assessments levied by the Association shall be

used exclusively to pay Common Expenses. Disbursements shall be made by the Board of Directors for such purposes as are deemed necessary for the discharge of its responsibilities herein for the common benefit of the Owners and to reimburse Declarant for any start-up expenses advanced by Declarant.

6.3 Amount of Common Assessments, When Payable. At least forty-five (45) days prior to the beginning of each fiscal year the Board of Directors shall prepare, adopt and distribute to all Members a written, itemized, estimated budget of the Common Expenses to be incurred by the Association during the coming year in performing its functions under this Declaration. The annual Common Assessment for each Lot shall equal the amount of the estimated operating budget, as adopted pursuant to the Bylaws (less any surplus or plus any deficit from prior years), divided by all Lots. From time to time during the fiscal year, the Board may modify the budget for the fiscal year and, upon written notice to Members, change the amount, frequency, or due dates of Common Assessments. Subject to the right of the Association to accelerate Assessments for delinquencies as provided herein, annual Common Assessments shall be payable on the first day of each calendar month for which a Common Assessment is due and shall be payable in equal monthly installments unless determined by the Board, from time to time, to be payable less frequently. In the event any Assessments for Common Expenses are made payable in equal periodic payments, as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any Assessments for Common Expenses be due less than ten days from the date of the notification of such Assessments. The budget and Assessment procedure shall be further subject to the provisions of the Bylaws.

6.4 Declarant Funding of Deficit. Until such time as Declarant no longer owns any portion of the Property or until Declarant notifies the Association in writing that Declarant elects to pay Common Assessments for Common Expenses as in the case of any other Owner, Declarant shall not be liable for Common Assessments for Common Expenses for any Lots owned by Declarant, but in lieu thereof, Declarant shall be responsible for all Common Expenses in excess of (i) the Common Assessments for Common Expenses receivable from the other Owners; and (ii) the "Contribution" (as defined in Section 6.13 hereof) receivable from the other Owners. During such period when Declarant is not liable for Common Assessments for Common Expenses for Lots owned by Declarant, the Common Assessments for Common Expenses shall be established by Declarant based upon Declarant's good faith estimate of what the expenses of the Association would be if all Lots within the Property were improved, so that Common Assessments for Common Expenses during such period will be approximately what said Common Assessments would be if the development of the Property, as contemplated by Declarant, was complete. Such obligation of Declarant shall be deemed a Common Assessment and if Declarant fails to pay same, then the Association shall have all of the remedies for collection provided in this Declaration. During such period when Declarant is electing to fund the Common Expenses in excess of the Common Assessments for Common Expenses, Declarant shall not be obligated to deficit fund any reserves.



6.5 Individual Assessments. Any maintenance, repair, or replacement within the Property arising out of or caused by the act or failure to act of an Owner and/or the Owner's failure to fulfill any obligations contained in this Declaration, including the Owner's family, tenants, guests or invitees, shall be effected at the Owner's expense and an Individual Assessment therefore shall be made against the Owner's respective Lot, to the extent proceeds of insurance are not collected with respect to such loss. Additionally, any fine imposed by the Board in accordance with the Bylaws or other expense of the Association incurred as a result of any Owner's failure to comply with the provisions of this Declaration, the Articles, Bylaws, or Rules, shall be charged to such Owner and the Owner's respective Lot as an Individual Assessment, including, but not limited to, party walls as provided in Article II hereof.

6.6 Special Assessments. In addition to the Common and Individual Assessments authorized above, subject to the provisions in Section 6.7 below, the Board may levy at any time, in accordance with the Bylaws, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a structure or capital improvement, upon the Common Properties or any part of the Property which the Association is required to maintain under Article V, including fixtures and personal property related thereto, or for defraying any other Common Expenses of the Association not originally budgeted, including shortfalls in Common Assessments. No action authorized in this Section shall be taken without the prior written consent of Declarant as long as Declarant owns any Lot. Such consent may be granted on the condition that the Special Assessment only be applied to Owners and Lots other than Declarant and Declarant-owned Lots, in which event Declarant and Lots owned by them shall be exempt from such Special Assessment. Special Assessments are not covered by Declarant's funding of the deficit set forth in Section 6.4 hereof.

6.7 Notice and Approval for any Special Assessment. Written notice of any meeting of Members called for the purpose of authorizing a Special Assessment, or as part of an annual meeting of Members, shall be sent to all Members not less than fourteen (14) days, nor more than sixty (60) days, in advance of the meeting. If the required quorum is not present, such meeting may be rescheduled, subject to the same notice requirement. No such subsequent meeting shall be held more than sixty (60) days following the preceding scheduled meeting. Any Special Assessment approved by a vote of each class of members at such meeting shall be assessed as provided below. Notwithstanding anything herein to the contrary, approval need not be obtained for any Special Assessment for: (i) the replacement or repair of a previously existing improvement (including, but not limited to, landscaping) on the Common Properties; (ii) repairs to the Common Properties, if destroyed or damaged; (iii) fulfillment of the mitigation requirements, if any; or (iv) the operation, maintenance or repair of the Surface Water Management System.

6.8 Proportionate Share of Assessment. Common Assessments and Special Assessments provided for in this Article VI shall be allocated and assessed equally among all Lots required to make such payments, pursuant to Section 6.3 hereof.

6.9 Financial Reports. Within sixty (60) days following the end of each fiscal year, the Board of Directors shall cause to be prepared an annual balance sheet and operating statement reflecting income and expenditures of the Association for the preceding fiscal year, and shall cause to be distributed a copy of each such statement to each Member, and to each Institutional Mortgagee

who has filed a written request for copies of the same with the Board. Such financial report shall be, at a minimum, reviewed and certified by an independent certified public accountant, and, at the election of the Board, may be audited.

6.10 Assessment Roster and Notices. The Association shall maintain a roster of the amount of all Assessments against each Lot, which shall be calculated in accordance with this Article VI. The roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of such Assessments and the due date(s) thereof shall be sent to every Owner subject to such Assessments. The Association shall, upon reasonable request of any Owner, furnish to such Owner or any prospective purchaser or the purchaser's mortgagee a certificate in writing signed by an officer of the association setting forth the amount of current Assessments and whether any delinquencies exist. Such certificate may be relied upon by any prospective purchaser or mortgagee named in the certificate and, as to such purchaser or mortgagee shall be conclusive as to the information set forth therein.

6.11 Due Dates for Special or Individual Assessments. Any Individual Assessment or Special Assessment shall be payable pursuant to written notice to each Owner by the Board, unless any such Assessment is deemed by the Association to be of an emergency nature, in which case such Assessment shall be payable within ten (10) days after notice thereof.

6.12 Initial Start-Up Contributions. Upon the first conveyance of each Lot and completed residence by Declarant, or by any other builder or developer constructing residences in the ordinary course of business, to any Person, other than an Institutional Mortgagee acquiring title by foreclosure or deed in lieu of foreclosure, the purchasing Owner shall pay to the Association as an initial start-up contribution ("Contribution"), a sum as determined from the Board from time to time, however not to exceed the sum equal to three months of Assessments. The Contribution shall not be considered an advance payment of Assessments and shall be placed in the general operating fund of the Association so that the Association will have funds available to be used by the Association for start-up expenses, general operating expenses, Common Expenses or otherwise as the Association shall determine from time to time in its sole discretion, including reimbursement of various expenditures of Declarant.

## **ARTICLE VII - EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

7.1 Effect of Non-Payment of Assessments: Remedies of the Association. A lien is hereby imposed upon each Lot to secure the payment of all Assessments now or hereinafter imposed on the Lot by the Association (the "Assessment Lien"). The Assessment Lien shall relate back to and be effective from the date hereof, and shall include all costs of collection, including reasonable attorneys' and legal assistants' fees and costs incurred at all tribunal levels, as well as late charges and interest as herein provided. Any installment of a Common Assessment, Individual Assessment or Special Assessment, not paid within the time periods as provided in Article VI hereof shall bear interest from the due date of such installment at the highest rate of interest allowed to be charged under applicable law, or any greater interest which may be lawfully charged under any amendments thereto, or if no such rate is applicable, then at the rate of eighteen (18%) percent per annum, computed from the due date until such payment is made. If any installment of an Assessment is not paid when due (subject

to grace periods provided hereunder), the Owner responsible therefore may be required further by the Board to pay a late charge equal to an amount not greater than the amount of the unpaid installment. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose its Assessment Lien against the Lot of such Owner(s), or both. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Properties or abandonment of his Lot. If any installment of a Common Assessment is not paid when due, as extended by grace period, provided hereunder, the Board may mail an acceleration notice to the Owner and to each Institutional Mortgagee which has requested in writing a copy of the notice. The notice shall specify (i) the fact that the installment is delinquent, (ii) the action required to cure the default, (iii) a date, not less than fifteen (15) days from the date the notice is mailed to the Owner, by which such default must be cured, and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of the Common Assessments for the then current fiscal year. If the delinquent installment(s) of Common Assessments and any charges thereon are not paid in full on or before the date specified in the notice, the Board at its option may declare all of the unpaid balance of the annual Common Assessment to be immediately due and payable upon written notice of such election by the Association, which may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. Any payments made to the Association by any Owner shall be applied or be disbursed by the Association, in order, for (i) any sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens, or encumbrances which may have been advanced by the Association in order to preserve and protect its Assessment Lien; (ii) reasonable attorneys' fees and costs incurred by the Association incidental to the collection of assessments and other monies owed to the Association by the Owner for the enforcement of its Assessment Lien; (iii) interest on any Assessments or other monies due to the Association, as provided herein; and (iv) any unpaid Assessments owed to the Association with application to the oldest Assessments first.

7.2 Notice of Lien. No action shall be brought to foreclose the Assessment Lien herein created until the expiration of the time period set forth in Florida Statutes Chapter following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Lot, and a copy thereof has been recorded by the Association in the Public Records of the County. The Notice of Lien must comply with the requirements of Florida Statutes Chapter 720. Filing of the Notice of Lien shall not be a prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 7.3 hereof). The Assessment Lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, charges, interest and reasonable attorneys' fees, which accrue, subsequent to filing the Notice of Lien.

7.3 Subordination of the Lien to Institutional Mortgages. Anything herein to the contrary notwithstanding, the lien securing Assessments provided for in this Declaration shall be subordinate to the lien of any Institutional Mortgage, which is arms-length, made in good faith and not intended to avoid said lien, and recorded prior to the date on which a Notice of Lien is recorded. The sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to foreclosure of such Institutional Mortgage or deed in lieu thereof (if such Institutional Mortgage was recorded prior to the recording of a Notice of Lien) shall extinguish the Assessment Lien as to installments and other sums, which became due prior to such sale or transfer, except as set

forth in Florida Statutes Section 720.3085. Such sale or transfer shall also extinguish the personal liability for such Assessments as to such transferees, provided, however, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

7.4 **Foreclosure Sale.** The Assessment Lien set forth herein may be foreclosed in the same manner as mortgages are foreclosed under Florida law. The Association, through a duly authorized officer or agent, shall have the power to bid on the Lot at foreclosure sale, with credit given for the amount of the judgment, and to acquire and hold, lease, mortgage and convey the same.

7.5 **Curing of Default.** Upon the timely curing of any default for which a Notice of Lien was filed by the Association (including payment of all delinquent principal, interest, late charges, and costs of collection), a duly authorized officer or agent of the Association shall record an appropriate release of the Assessment Lien upon payment by the defaulting Owner of a fee, to be determined by the Association to cover the cost of preparing and recording such release.

7.6 **Cumulative Remedies.** The Assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and under law or in equity, including a suit to recover a money judgment for unpaid Assessments, as above provided.

#### **ARTICLE VIII- MAINTENANCE AND REPAIR OBLIGATIONS**

8.1 **Maintenance Obligations of Association.** The Association shall maintain, or provide for the maintenance of, all of the Common Properties and all Improvements thereon, as more fully described in Sections 5.2 and 5.3 hereof.

8.2 **Standard of Maintenance.** The Association or its successor shall maintain all Common Properties within the Community in a safe, neat and well-kept manner.

#### **ARTICLE IX -DAMAGE OR DESTRUCTION TO COMMON PROPERTIES AND BUILDING STRUCTURES LOCATED ON LOTS**

Damage to or destruction of all or any portion of the Improvements on Common Properties shall be handled in the following manner:

A. In the event of damage to or destruction of Improvements on the Common Properties, if insurance proceeds are sufficient to effect total restoration, then the Association shall cause such Improvements on Common Properties to be repaired and reconstructed substantially as they previously existed.

B. Each Owner shall be liable to the Association for any damage to the Common Properties which may be sustained by reason of the negligence or willful misconduct of the Owner, as well as the Owner's Family, tenants, guests and invitees, both minor and adult ("Negligent Owners"). The Association has the right, but not the obligation, to pursue all available legal or equitable remedies against the Negligent Owner(s) for losses or damages sustained by the Association by reason of the negligent or willful misconduct of the Negligent Owner(s). In the case of Co-Owners of a Lot, defined

in Article III of this Declaration, the liability of such Negligent Owner(s) shall be joint and several. The cost of correcting such damage shall be an Individual Assessment against the Lot and may be collected as provided herein for the collection of Assessments.

### **ARTICLE X - INSURANCE**

10.1 **Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Properties, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article XI of this Declaration.

10.2 **Waiver of Subrogation.** As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Management Company, Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.3 **Liability and Other Insurance.** The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief coverages, in such limited as it shall deem desirable, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each Owner against liability to each other Owner and to the Association and vice versa. The Association may also obtain Workers' Compensation insurance and other liability insurance as it may deem desirable, insuring each Owner and the Association, Board of Directors and Management Company, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the Common Assessments made against the Owners. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board and the Management Company against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof.

### **ARTICLE XI - GENERAL PROVISIONS**

11.1 **Enforcement.** This Declaration, including the Articles, Bylaws and Rules, may be enforced against any and all Owners by the Association, as well as Declarant so long as Declarant owns any portion of the Property. Enforcement by the Association (and Declarant) shall include and be governed by the following:

A. Breach of any of the covenants contained in this Declaration, the Articles or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by Declarant or the Association. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

B. The result of every act or omission whereby any of the covenants contained in this Declaration, the Articles or the Bylaws are violated in whole or in part is hereby declared to be

and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by Declarant or the Association.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. All remedies provided in law or in equity shall be deemed incorporated herein so as to permit the employment of all remedies permitted under Florida law.

11.2 **Severability.** Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

11.3 **Term.** Subject to the amendment provisions of Section 15.5 hereof, this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, Declarant, and their respective successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument, approved by 75% of the Members and 75% of the Institutional Mortgagees, has been recorded terminating this Declaration. At such point of termination, no prescriptive rights shall be established regardless of the nature or duration of use of the Common Properties, or any portion thereof. Should the Members of the Association vote not to renew and extend this Declaration as provided herein, all Common Properties shall be transferred to a Trustee appointed by the Circuit Court Palm Beach County, which Trustee shall sell the Common Properties free and clear of the provisions hereof upon terms established by the Trustee and approved by the Court. The proceeds of such a sale shall first be used for the sale, operation, maintenance, repair and upkeep of the Common Properties, including a Trustee's fee approved by the Court, then for the payment of any debts or obligations constituting a lien on the Common Properties. The excess of proceeds, if any, shall be distributed among the Owners equally. Only those easements which state that they shall survive termination hereof shall so survive unless otherwise required under Florida law.

11.4 **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of community facilities and Common Properties. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular and the masculine, feminine and neuter genders shall each include the others. The Board shall be the ultimate interpreter of this Declaration and an opinion of counsel that any such interpretation is not unreasonable shall establish the validity of any such interpretation.

11.5 Amendments. This Declaration may only be amended (1) by the affirmative vote (at any annual or special meeting of Members) of Members holding not less than seventy-five percent (75%) of the votes of the Class A Membership and (so long as Declarant owns any portion of the Property) the affirmative vote of Declarant; or (2) until such time as the Class B Membership terminates pursuant to Section 4.1 hereof, by act (with or without a meeting or notice) of Declarant alone. However, no amendment shall be permitted which has a material and adverse effect upon rights of Declarant, or an Institutional Mortgagee without the prior written consent of Declarant or such Institutional Mortgagee, as appropriate. Nothing contained herein shall affect the right of Declarant to make such amendments or Supplemental Declarations as may otherwise be permitted herein. In the event any amendment is sought, other than by Declarant, notice shall be given to all Owners and Institutional Mortgagees who have requested notice pursuant to Article VIII hereof at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above; an authorized officer of the Association shall execute an amendment to this Declaration which shall set forth the terms of the amendment, which shall be effective upon its recording. Such amendment shall be recorded in the Official Records of the County. Amendments made by Declarant need be signed only by Declarant with no recitation of the items set forth immediately above.

11.6 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Properties to the public, or for any public use.

11.7 Notices. Any notice permitted or required to be delivered as provided herein shall (unless otherwise expressly set forth herein) be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person at the address for such Person contained in the records of the Association. Such address shall be used for all purposes, unless changed from time to time by notice in writing to the Association.

11.8 NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN WRITTEN DOCUMENTS DELIVERED BY DECLARANT TO ANY OWNER, AND (B) AS OTHERWISE REQUIRED BYLAW.

11.9 Declarant Exemption. Anything in this Declaration to the contrary notwithstanding, and subject to applicable governmental rules, codes, and ordinances, so long as Declarant owns, occupies or uses any portion of the Property, nothing herein shall be construed to prevent, limit, or impair Declarant's right and ability to complete development of the Property in any manner determined by Declarant from time to time, including, but not limited to, Declarant's right to operate and maintain models, gates, sales and leasing offices, construction activities, promotional activities and signs.

11.10 Information. The Association shall make available for inspection to Owners and Institutional Mortgagees, upon request, during normal business hours, current copies of this Declaration, the Articles, Bylaws, or any Rules concerning the Property, together with the books, records, and financial statements of the Association.

11.11 Voidability of Contracts. The Association shall not have the right to cancel any contract, lease, or management agreement entered into by the Association prior to Declarant turning over control of the Association to Owners other than Declarant, unless the Association has a right of termination "without cause" in such contract, lease, or management agreement, which is exercisable without penalty at any time after transfer of control upon not more than ninety (90) days' notice to the other party.

11.12 Assignability of Declarant's Rights. The rights of Declarant under this Declaration, the Articles, and the Bylaws may be assigned any number of times, in whole or in any part, on an exclusive or non-exclusive basis by written instrument recorded in the public records of the County. Any partial assignee shall not be deemed Declarant, nor shall it be burdened by any of Declarant's obligations arising under this Declaration, except as expressly and specifically assigned and assumed. No assignee shall have any liability for any acts of Declarant or any prior declarant, prior to the date of assignment or transfer, unless such assignee is assigned and agrees to assume such liability.

11.13 Priority of Documents. This Declaration shall be paramount in those instances of irreconcilable conflict among or between it and the Articles, Bylaws, or Rules, in the absence of any express language indicating which document controls the particular subject matter, the Articles are next paramount, the Bylaws next paramount, and the Rules most subordinate.

11.14 Real Property Covenants. All of the restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall run perpetually unless terminated or amended as provided herein, and shall be binding upon all Owners as herein defined, and in consideration of receiving and by acceptance of any deed, grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles and Bylaws. Both the burdens imposed and the benefits derived from this Declaration shall run with each Lot, as herein defined.

11.15 No Partition. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Properties or any part thereof, nor shall any person acquiring any interest in the Common Properties or any part thereof seek any judicial partition unless the Common Properties have been removed from the provisions of this Declaration. This Section 11.15 shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be subject to this Declaration.



11.16 Modification of Community. Declarant reserves the absolute right at any time and from time to time to modify the Community for all or any portion of the Property, and in connection therewith to develop residences upon the Property which are substantially different from the planned residences for the Property from time to time, and in the event Declarant changes the type, size, or nature of the residences or other Improvements to be constructed upon the Property, Declarant shall have no liability thereafter to any Owner. In addition, Declarant makes no representations or warranties as to the manner in which any other property outside of the Property will be developed, and shall have no liability to any Owner as regards the development of any other property in or around the Property.

11.17 Exhibits. Any exhibits attached to this Declaration, and amendments to this Declaration or any Supplemental Declaration that contain sketches or depictions of Lot(s), Common Properties, Lakes, Berm, Improvements and any other items shown on an exhibit, if any ("Sketched Item(s)") shall not be binding as to the existence, size, dimensions, location or identification or any other aspect of such Sketched Item(s) and shall only be for informational, reference, conceptual and general schematic purposes only unless the exhibit together with the text of this Declaration (including any Amendments to this Declaration and Supplemental Declarations) is specifically creating the Sketched Item(s) and then only to the extent specifically created. The depiction of Sketched Item(s) shown on any exhibits (unless to specifically create the Sketched Item(s) as stated in the previous sentence) shall not commit that same will be created and/or constructed at all or in the manner shown and the Declarant makes no representations or warranties as to how the Sketched Item(s) will be created and/or constructed, if at all.

## **ARTICLE XII – PLAT OF ESTATES MANGO DE PARIS**

12.1 The Association shall assume all of the obligations of the Estates Mango de Paris Homeowners Association under the Plat of Estates Mango de Paris, recorded in Plat Book 74, Pages 192-192, Public Records of Palm Beach County (the "Paris Plat"), as to the management district and drainage easements as dedicated on the Paris Plat. The Estates Mango de Paris Homeowners Association was never established.

12.2 The Association may not act in any way to prejudice the rights, if any, of the owners of Lots 1 – 10 and 12 – 15 of the Paris Plat, as those rights are stated in the Paris Plat. The Association will not have the right to regulate non-member Lot owners, nor impose restrictions on non-member Lot owners.

Declarant and Association reserve the right to pursue any remedies available against the owners of Lots 1 -10 and 12 – 15 of the Paris Plat for the failure of those owners to meet their obligations as stated in the Paris Plat.

## **ARTICLE XIII – CITY OF DELRAY BEACH**

13.1 Declarant and Association acknowledge that this Declaration has been prepared because the Paris Plat contains two pertinent Dedication conditions that were never satisfied by the Owner of the land in the Paris Plat. The Owner of the land in the Paris Plat dedicated Tract "B" of the Paris Plat to the "Estates Mangos de Paris Homeowners Association ("Mangos Association") and the Mangos Association was obligated to perpetually maintain said Tract "B". See item (5) in the Dedication of the Paris Plat. In addition, the Mangos Association was obligated to perpetually maintain the drainage easements in the Paris Plat. See item (3) of the Dedication in the Paris Plat. Despite the Paris Plat's dedication to and imposition of obligations on the Mangos Association, no homeowners association was ever created by the owner of the

land in the Paris Plat. The Association organized pursuant to this Declaration has agreed to accept and hereby accepts the dedication of Tract "B", and assumes the obligations to maintain Tract "B" and the drainage easements in the Paris Plat. For the foregoing reasons, the Declarant and the Association designate the City as a third party beneficiary of this Declaration. The City shall have the right to enforce the Association's obligations to maintain the drainage easements and Tract B, as stated in the Paris Plat, and to ensure the rights of owners of lots in the Paris Plat who are not members of the Association, are not prejudiced by the Association or the Declarant, with respect to the rights described in the Paris Plat. Hence, notwithstanding anything to the contrary contained in this Declaration, or the Association's Articles of Incorporation, Bylaws, and Rules and Regulations, the Lot owners in the Grace's Manor Plat, the Declarant, and the Association, shall have no authority to modify or terminate the Association's obligation to perpetually maintain Tract "B" and the drainage easements in the Paris Plat, or to prejudice the rights of the lot owners of the Paris Plat who are not members of the Association.

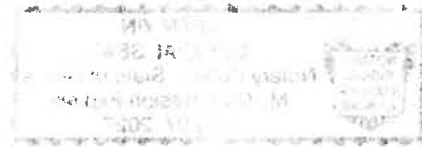
13.2 No amendment or termination of the Declaration, or articles of incorporation, bylaws, or rules and regulations of the Association (collectively, the "governing documents"), is effective, if termination or amendment of the governing documents will terminate or modify the Association's obligation to perpetually maintain Tract "B" or the drainage easements of the Paris Plat, or prejudice the rights of the lot owners of the Grace's Manor Plat who are not members of the Association, unless written consent is first obtained from the City. Whenever the consent or approval of the City is, the Association may request such consent or approval of the City by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the City). Such consent or approval given where required, shall be evidenced by a written consent executed by the City Manager of the City, after approval by the City Commission, if applicable. The City's written consent may be recorded in the public records of the County.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**


LOTS 11A, 11B, 11C AND 11D, GRACE'S MANOR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 136, PAGES 24-25, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.



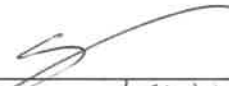
IN WITNESS WHEREOF, the Association has caused this Declaration to be executed as of the date first written above.

Witnesses:

**ASSOCIATION: Grace's Manor Homeowners' Association, Inc., a Florida not for profit corporation**

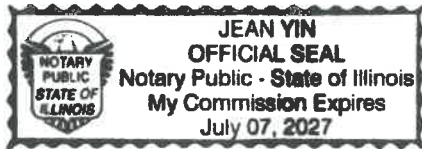
  
Print name: Timothy J. Kellobb  
Address: 625 Plainfield Rd, 4th fl  
Willowbrook, IL 60577


By:   
Peter J. Brennan, President

  
Print name: JEAN YIN  
Address: 625 Plainfield Rd Ste 20  
Willowbrook, IL 60577

State of Illinois  
County of DuPage

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization, this 25th day of July, 2024, by Peter J. Brennan, President of Grace's Manor Homeowners Association, Inc., a Florida not for profit corporation on behalf of the corporation, who  is personally known to me or who [ ] has produced \_\_\_\_\_ as identification.



  
Printed Name:  
Notary Public  
My Commission Expires:

JOINDERS BY DECLARANT AND THE ASSOCIATION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first written above.

Witnesses:

**DECLARANT: Grace's Manor Tracts, Inc.  
a Florida not for profit corporation**

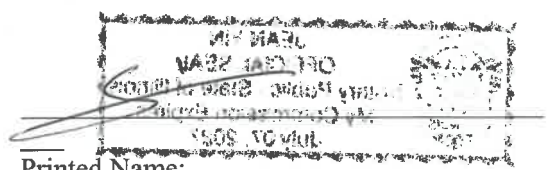
*TJ Kelly*  
Print name: Timothy J. Kellogg  
Address: 628 Plainfield Rd Ste 120  
Willowbrook, IL 60527

By: *Peter Brennan*  
Peter J. Brennan, President

*Jean Yin*  
Print name: \_\_\_\_\_  
Address: 628 Plainfield Rd Ste 120  
Willowbrook, IL 60527

State of Illinois  
County of DuPage

The foregoing instrument was acknowledged before me by means of  physical presence or [ ] online notarization, this 25th day of July, 2024, by Peter J. Brennan, President of Grace's Manor Tracts, Inc., a Florida not for profit corporation on behalf of the corporation, who  is personally known to me or who [ ] has produced \_\_\_\_\_ as identification.



Printed Name:  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first written above.

Witnesses:

**DECLARANT: Grace's Manor, LLC  
a Florida limited liability company**

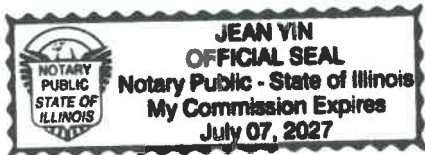
T J Kellogg  
Print name: Timothy J. Kellogg  
Address: 675 Plainfield Rd Ste 120  
Willowbrook, IL 60527

By: [Signature]  
Peter J. Brennan, Manager

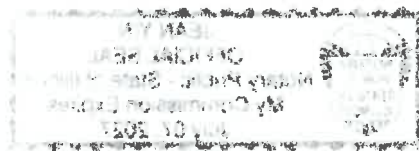
[Signature]  
Print name: JEAN YIN  
Address: 675 Plainfield Rd Ste 120  
Willowbrook, IL 60527

State of Illinois  
County of DeKalb

The foregoing instrument was acknowledged before me by means of [] physical presence or [ ] online notarization, this 28th day of July, 2024, by Peter J. Brennan, Manager of Grace's Manor, LLC, a Florida limited liability company, on behalf of the LLC, who [] is personally known to me or who [ ] has produced \_\_\_\_\_ as identification.



[Signature]  
Printed Name:  
Notary Public  
My Commission Expires:



**EXHIBIT "B"**

**ARTICLES OF INCORPORATION OF THE ASSOCIATION**

SEE ATTACHED

**Electronic Articles of Incorporation  
For**

**N24000006487  
FILED  
May 30, 2024  
Sec. Of State  
tscott**

GRACE'S MANOR HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

GRACE'S MANOR HOMEOWNERS ASSOCIATION, INC.

**Article II**

The principal place of business address:

625 PLAINFIELD ROAD  
SUITE 120  
WILLOWBROOK, IL. US 60527

The mailing address of the corporation is:

625 PLAINFIELD ROAD  
SUITE 120  
WILLOWBROOK, IL. US 60527

**Article III**

The specific purpose for which this corporation is organized is:

THE PURPOSE FOR WHICH THE ASSOCIATION IS ORGANIZED IS TO  
PROVIDE AN ENTITY FOR THE PURPOSE OF ADMINISTERING A  
RESIDENTIAL REAL ESTATE PROJECT KNOWN AS GRACEÆ™S MANOR  
(THE "COMMUNITY")

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

DAVID W SCHMIDT  
766 SE 5TH AVENUE  
DELRAY BEACH, FL. 33483

I certify that I am familiar with and accept the responsibilities of  
registered agent.

Registered Agent Signature: DAVID W SCHMIDT



**N2400006487**  
**FILED**  
**May 30, 2024**  
**Sec. Of State**  
**tscott**

## **Article VI**

The name and address of the incorporator is:

DAVID W SCHMIDT  
766 SE 5TH AVENUE

DELRAY BEACH, FL 33483

Electronic Signature of Incorporator: DAVID W SCHMIDT

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
PETER J BRENNAN  
625 PLAINFIELD ROAD, SUITE 120  
WILLOWBROOK, IL. 60527 US

**EXHIBIT "C"**

**COMMON PROPERTIES**

TRACTS "A" AND "B" OF THE PLAT OF ESTATE MANGO DE PARIS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGES 192-193, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

**EXHIBIT "D"**

**BYLAWS OF THE ASSOCIATION**

**SEE ATTACHED**

**BYLAWS OF GRACE'S MANOR  
HOMEOWNERS' ASSOCIATION, INC.,**

a corporation not-for-profit organized under the laws of the State of Florida

1. **Identity.** These are the Bylaws of Grace's Manor Homeowners' Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering a residential real estate project known as GRACE'S MANOR located in Palm Beach County, Florida (the "Community").

1.1 **Principal Office.** The principal office of the Association shall be at, or at such other place as may be subsequently designed by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

1.3 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida," the words " Corporation Not for Profit." and the year of incorporation.

2. **Definitions.** For convenience, those Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Restrictions and Easements for Grace's Manor (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. **Members.** The members of the Association ("Members") shall be as specified in the Articles and Declaration.

3.1 **Annual Meeting.** The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Lot Owners in advance thereof.

3.2 **Special Meeting.** Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

3.3 **Notice of Meeting-Waiver of Notice.** Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the

President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Community. The notice of the annual meeting shall be hand delivered or sent by mail to each Lot Owner, unless the Lot Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purposes or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Notice of Member, annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

(a) Classes of Voting Membership. The Association shall have one (1) class of Members, each with voting rights as follows:

Each Owner, including Declarant, shall be entitled to one (1) vote for each Lot owned at the time, which vote shall be exercised in accordance with the Declaration, the Articles (to the extent applicable) and these Bylaws. The vote of a Lot shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than fifty percent (50%) of the then total authorized votes present in person or by proxy and voting at any meeting of the Lot Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the

Members themselves.

(c) Voting Member. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Lot Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a married couple, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Lot Owner. In the event a married couple do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Lot vote.

(d) Corporation or other Entity. If a Lot is owned by a corporation or other entity, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, and any other member, partner or partner of a limited liability company or partnership holding a Membership shall be deemed by the Association to have the authority to vote on behalf of the Corporation or other entity and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken or a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors of the Corporation or other agreement of the entity that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation or entity shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and

reconvened meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Lot Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an annual or special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Member meetings, and, if applicable, at other Members' meetings, shall be:

- (a) Call to order by President;
- (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
- (c) Proof of notice of the meeting or waiver of notice;
- (d) Reading of minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Appointment of inspectors of election;
- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 **Minutes of Meeting.** Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 3.10 **Delinquent Members.** If any Assessment or portion thereof imposed against a Member remaining unpaid for thirty (30) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.
- 3.11 **Action Without a Meeting.** Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.12 **Recording.** Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.



4 . Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Lots represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Lot entitled to *vote* shall have a number of votes equal to the number of vacancies to be filled. No Lot may cast more than one vote for one candidate. There shall be no cumulative voting.
- (d) All Members of the Association shall be eligible to serve on the Board of Directors, and a Member may nominate himself as a candidate for the Board at a meeting where the election is to be held.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Declarant without the necessity of any meeting.
- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose

jurisdiction the Community lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Community a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorney fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

- 4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.
- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.
- (a) All meetings of the Board are subject to the provisions of Florida Statutes Chapter 720 and must be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must 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 must 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 assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific Lot owned by a Member.
- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of

regular meetings shall be given to each Director, personally or by mail, telephone or electronically, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.

- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally by mail, telephone or electronically to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Community at least forty eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, Members shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.
- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;

- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 **Minutes of Meetings.** Minutes of all meetings of the Board of Directors must be maintained in written form, or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.14 **Recording.** Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.
- 4.15 **Committees.** The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:
- (a) Approve or recommend to members actions or proposals required by the Act or this Section 4.15 to be approved by members;
  - (b) Fill vacancies on the Board of Directors or any committee thereof; or
  - (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well. Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by

resolution adopted may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee. Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

- 4.16 Declarant Control of Board Turnover. Declarant shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5) percent of the Lots in all phases of the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of acquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;

- (d) The Minute Books, including: all minutes and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (£) Resignations of resigning officers and Board members who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (G) Insurance policies;
- (k) Copies of any Certificates of Completion which may have been issued for the Common Properties;
- (l) Any other permits issued by governmental bodies applicable to the Common Properties in force or issued within one (1) year prior to the date the Members take control of the Association;
- (m) All written warranties of contractors, subcontractors, supplier, and manufacturers, if any, that are still effective with respect to the Common Properties;
- (n) A roster of Members and their addresses, email addresses and telephone numbers, if known, as shown on the Association's records;
- (o) Leases to which the Association is a party, if applicable;
- (p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (q) All other contracts to which the Association is a party.
- (r) All deeds to the common property owned by the Association.

- (s) A list of the names, addresses, email addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.17 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the association is obligated to maintain, repair, or replace, if any;
- (b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each Amendment thereto;
- (e) A copy of the current Rules of the Homeowners Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;
- (g) A current roster of all Members and their mailing addresses and parcel identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
  - (i) Accurate, itemized, and detailed records of all records and expenditures.

- (ii) 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 due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- (iii) All tax returns, financial statements, and financial reports of the Association.
- (iv) Any other records that identify, measure, record, or communicate financial information.

4.18 Inspection and Copying of Records. The Official Records shall be maintained within the State and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Community.

- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
- (b) A Member who is denied access to the Official Records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.
- (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their available to Members, and perspective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:



- (a) Operating and maintaining the Common Properties and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments for Common Expenses of the Association from Lot Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Properties and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Community and any property owned by the Association, subject to a right of the Members to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.
- (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
- (k) Obtaining and reviewing insurance for the Common Properties and other property owned by the Association.
- (l) Making repairs, additions and improvements to, or alterations of the Common Properties, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Project.

- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Properties or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Members in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this paragraph without the prior written consent of the Declarant as long as the Declarant owns any Lot.
- (p) Contracting for the management and maintenance of the Common Properties or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Properties or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Members or other persons to use portions of the Common Properties or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

- (t) Contracting with and creating special taxing districts.
- (u) Adopt and appoint executive committees.
- (v) Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other

duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

- 6.5 **Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 **Declarant Appointees.** No officer appointed by the Declarant may be removed except as provided in Section 4.15 hereof and by law.
7. **Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.
8. **Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Lot Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
9. **Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
- 9.1 **Budget.**
- (a) **Adoption By Board: Items.** The Board shall from time to time, and at least annually, prepare a budget for the Association, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration.

The budget must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another person. In addition to the annual operated expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Prior to turnover of control of the Association by the Declarant to the Owners other than the Declarant, the Declarant may vote to waive

reserves annually for each year of the operation of the Association. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance. After the Declarant has turned over control of the Association to the Owners other than the Declarant, the Board may, by a vote of the majority of Members present in person or by proxy at a meeting at which a quorum shall have been attached, determine for a fiscal year, not to provide for reserves.

The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

The adoption of a budget for the Association by the Board shall comply with the requirements hereinafter set forth:

(i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Members, provided that Members shall not have the right to participate, and need not be recognized, at such meeting.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association. If such budget is adopted by a majority of the votes of Members present at such meeting, it shall become the budget for such year.

9.2 Common Assessments. Assessments against the Members for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or other period at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment.

9.3 Individual Assessments. Charges by the Association against less than all Members for other than routine Common Expenses, shall be payable in advance. These charges may be collected by Individual Assessment. Individual Assessments may be made only when expressly provided for in the Declaration or the exhibits annexed thereto, as the

same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Common Properties or other Association property, maintenance services furnished at the expense of a Member, other services furnished for the benefit of a Member and fines and damages and other sums due from such Member.

- 9.4 **Special Assessments.** In the event the annual Common Assessment proves to be insufficient, the Board may adopt a Special Assessment to cover any shortfall in the manner otherwise set forth for the adoption of regular annual Common Assessments and as further provided in the Declaration. Special Assessments shall be made in the manner and for the purposes otherwise provided in the Declaration.
- 9.5 **Depository.** The depository of the Association shall be such bank(s) or savings and loan association(s) in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.
- 9.6 **Acceleration of Assessment Installments upon Default.** If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.
- 9.7 **Fidelity Bonds.** Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.8 **Accounting Records and Reports.** The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within sixty (60) days following the end of the fiscal year, the Association shall prepare a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (h) Insurance costs;
- (i) Administrative and salary expenses;
- (G) General reserves, maintenance reserves and depreciation reserves; and
- (k) Beginning and ending cash balances of the Association.

9.9 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.10 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.11 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Lot Owners. The Association shall maintain current information regarding the title holders of all Lots. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing

of changes therein. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rule. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.
12. Amendment. Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:
  - 12.1 A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.
  - 12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
  - 12.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least seventy five percent (75%) of the votes of the Members.
  - 12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
  - 12.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
  - 12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.



- 12.7 No amendment to these Bylaws shall be made which unlawfully discriminates against any Member(s), or affects less than all of the Members within the Property, without the written approval of all of the Members so discriminated against or affected.
- 12.8 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.
14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
17. Indemnification of Officers and Directors. Subject to the further provisions of this paragraph, the Association shall indemnify and hold harmless all officers and Directors (and members of a Tribunal, as provided in paragraph 18.3 hereof), past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is entirely covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the

Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this paragraph may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this paragraph was effective.

18. Suspension of Privileges: Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his Family's, guests' and tenants' right to the use of the Common Properties (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any non-continuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The Association may not suspend the voting rights of a Member. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by Florida Statutes shall be cumulative and none shall be exclusive. However, any individual Member must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this paragraph 18 or require the notice and hearing provided for herein.
  - 18.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his Family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.
  - 18.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service

by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

- 18.3 **Tribunal.** The Board shall appoint a Tribunal of at least three Members upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officer or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.
- 18.4 **Notice of Hearing.** The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.
- 18.5 **Hearing.**
- (a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.
  - (b) Each party shall have the right to be represented by counsel: to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

- (c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
- (d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be posted by the Board at a conspicuous place on the Common Properties, and a copy shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served and posted in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order a reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

**18.7 Suspension of Privileges and/or Fines for Failure to Pay Assessments.**  
The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension or fine upon any Member because of the failure of the Member to pay assessments or other charges when due, in accordance with Florida Statute Section 720.305 However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of **GRACE'S MANOR HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, at the first meeting of the Board of Directors on July 25<sup>th</sup>, 2024.



Peter J. Brennan, Director



Mary-Arden Brennan, Director



Jean Yin, Director

