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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GRAND OAKS PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION is made this 17th day of June, 1989, by ARVIDA/JMB PARTNERS, a Florida general partnership, hereinafter called "Developer", which declares that the real property described in Article II, which is owned by Developer, hereinafter called "Grand Oaks", is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Grand Oaks Property Owners' Association, Inc., a Florida corporation not for profit. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By Laws (the "By Laws") of the Association make reference. Copies of the Articles and By Laws are attached hereto and made a part hereof as Exhibits A and B respectively.

B. "Developer" shall mean and refer to Arvida/JMB Partners, a Florida general partnership, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Grand Oaks from the Developer for the purpose of development and is designated as such by Arvida/JMB Partners. Reference herein to Arvida/JMB Partners as the Developer of Grand Oaks is not intended, and shall not be construed, to impose upon said Arvida/JMB Partners for any obligations, legal or otherwise, for the acts of omissions of third parties who purchase lots within Grand Oaks from Arvida/JMB Partners and develop and resell the same.

C. "Grand Oaks" or "Property" shall mean and refer to all such existing properties and additions thereto as are subject to this Declaration or any supplemental Declaration under the provisions of Article II hereof, and shall include the real property described in Section 1 of Article II hereinbelow.

D. "Lot" shall mean and refer to any lot or other parcel with any and all improvements thereon, in Grand Oaks platted in the Public Records of Palm Beach County, Florida, on which a residential structure could be constructed, whether or not one has been constructed.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Property, including contract sellers (but not contract purchasers) and Developer.

F. "Common Area" shall mean and refer to all real and/or personal property which the Association and/or the Developer owns, or in which the Association and/or

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the Developer has an interest (whether or not said real and/or personal property is within the boundaries of Grand Oaks) including, without limitation, a right of use, for the common use and enjoyment of the members of the Association. The use of the Common Area shall be restricted to park, open space, buffer, landscaping and/or recreational purposes.

II PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Section 1. LEGAL DESCRIPTION. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described as:

Grand Oaks of Arvida Country Club P.U.D., according to the Plat thereof as recorded in Plat Book 62 at Page 28 of the Public Records of Palm Beach County, Florida.

It is presently intended that this Association may be expanded in Phases; only that area described as follows:

Grand Oaks of Arvida Country Club P.U.D., according to the Plat thereof as recorded in Plat Book 62 at Page 28 of the Public Records of Palm Beach County, Florida,

shall be placed into the Association at this time. The Developer has the right, but not the obligation, to add phases to the Association.

Section 2. PLATTING AND SUBDIVISION RESTRICTIONS. The Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions, and/or amendments thereto with respect to any undeveloped portion or portion(s) of the Property.

Section 3. ADDITIONAL LAND. Developer may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration additional lands or withdraw at any time or from time to time portions of the land hereinabove described, provided only that (a) any lands from time to time added to the scheme of this Declaration shall be contiguous to property then subject to the scheme of this Declaration, (b) any portion of it shall, at the time of addition to the scheme of this Declaration, be platted as a single family residential Lot(s) or be open space or recreational, (c) upon addition of any lands to the scheme of this Declaration, the owners of property therein shall be and become subject to this Declaration, including assessment by the Association for their prorata share of Association expenses, and (d) neither the addition or withdrawal of lands as aforesaid shall, without the joinder or consent of a majority of the members of the Association, materially increase the prorata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Palm Beach County, Florida, a supplementary Declaration with respect to the lands to be added or withdrawn. Developer reserves the right so to amend and supplement this Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in Grand Oaks.

III PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Area which shall be appurtenant, and shall pass with the title, to every Lot subject to the following:

- A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;
- B. All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and By Laws of the Association;
- C. Rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;
- D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part or parts of the Property.

Section 2. EASEMENTS APPURTENANT. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. UTILITY EASEMENTS. Public utilities may be installed underground in the Common Areas when necessary for the service of the Property or additional lands for which Developer holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. PUBLIC EASEMENTS. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. If any other building or improvement shall encroach upon any portion of the Common Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of Developer or any other owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

Section 6. ADDITIONAL EASEMENT. The Developer (during any period in which the Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. ASSOCIATION EASEMENTS. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry shall exist without notice of any day, including Sunday. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the Owner of the adjoining property (not within the Property) may grant the Association, its duly authorized agents, employees or independent

contractors, such easements for ingress and egress across its properties to effect and perform its duties. In such event, the Association shall indemnify the adjoining property owner for any damage or injury to the easement areas caused by the use thereof or access to perform the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

Section 8. STREET LIGHTING. The street lighting poles and fixtures will be installed by the Association within the Common Areas and the Association shall have the obligation for maintenance of such street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first. In the event the Developer, in its sole discretion, undertakes the obligation on behalf of the Association to install such street lighting, Developer shall be entitled to all rebates or refunds of the installation charges and the Association hereby assigns such rebates or refunds to Developer. Should Developer install the street lighting, if any rebates or payments are made by Florida Power and Light Company to the Association for reimbursement for the installation fees for the poles and fixtures, such rebates or payments shall be forthwith paid by the Association to Developer.

IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Every person or entity who is a record fee simple Owner of a Lot, including the Developer at all times as long as it owns any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit which is subject to assessment.

Section 2. CLASSES AND VOTING. The Association shall have such classes of membership, which classes shall have such voting rights, as are set forth in the Articles of the Association,

Section 3. MERGER OR CONSOLIDATION. Upon a merger or consolidation of any association referred to herein with any other association, the properties, rights and obligations of such association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration within the Property.

Section 4. TERMINATION OF THE ASSOCIATION. In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the Country Club Maintenance Association, Inc. will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. In the event of dissolution of the Association for whatever reason other than merger or consolidation as provided for herein and the inability of the Country Club Maintenance Association, Inc. to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit Court of the Fifteenth Judicial Circuit of

the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

V COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Developer, for each Lot owned by it within Grand Oaks, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from due date at the highest rate allowed by law and costs of collection thereof (including attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment.

Section 2. PURPOSE OF ASSESSMENTS. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Grand Oaks and in particular for the improvement and maintenance of the Common Area and of any easement in favor of the Association, including, but not limited to, the cost of taxes on the Common Area, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by the Association.

The Board may cooperate with the Country Club Maintenance Association, Inc. in the collection of assessments, and the Association shall collect for, and remit to, said Association any assessments due thereto under the terms of the Declaration of Maintenance Covenants for Country Club, as recorded in Official Records Book 4659 at Page 1117, and any amendments or supplements thereto, of the Public Records of Palm Beach County, Florida.

Section 3. MAXIMUM ANNUAL ASSESSMENTS. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or major repair, shall in no event exceed Three Thousand Six Hundred and No/100 U.S. Dollars (\$3,600.00) per Lot per annum. For each calendar year after the year of recordation of this Declaration in the Public Records of Palm Beach County, Florida, the annual assessment limit will be adjusted on the basis of any increase in the cost of living as reported in the Consumer Price Index, All Items and Major Group Figures for All Urban Consumers (1967=100) (the "Index") published by the Bureau of Labor Statistics (the "Bureau") of the United States Department of Labor, between the level in effect (the "Base Level") on January 1 of the year of recordation, and the level in effect on January 1 of such year (the "Adjustment Level"). The adjusted assessment limit for each year shall be computed by multiplying the sum of Three Thousand Six Hundred and No/100 U.S. Dollars (\$3,600.00) by a fraction, the numerator of which shall be the Adjustment Level, and the denominator of which shall be the Base Level. Stated as a mathematical formula, the adjusted assessment limit shall be computed as follows:

Adjusted Assessment Limit =

$$\frac{\text{Adjustment Level}}{\text{Base Level}} \times \$3,600.00$$

If the compilation and/or publication of the Index shall be transferred to any other department, bureau or agency of the United States Government, or if the Bureau shall adopt a successor Index, the Index published by such successor department, bureau or agency shall be adopted and used as a standard for computing adjustments to the assessment limit. In no event will the assessment be less than Two Thousand One Hundred and No/100 U.S. Dollars (\$2,100.00).

The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of a majority of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinabove set forth.

Section 4. UNIFORM RATE OF ASSESSMENT. All regular and special assessments shall be at a uniform rate for each Lot in Grand Oaks. Provided however, during the period in which the Developer owns any Lot in Grand Oaks, it shall be exempt from assessment, at its sole discretion, as long as it agrees to pay any cash operating deficit of the Association.

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS AND MAJOR REPAIRS. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the members of the Board of Directors of the Association.

Section 6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATE. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

Section 7. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the date of commencement and the amount of, the assessment against each Lot and other portions of the Property, for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing of the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENT: THE LIEN, THE PERSONAL OBLIGATION, REMEDIES OF ASSOCIATION. The lien of the Association shall be effective from and after recording, in the Public Records of Palm Beach County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees,

advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the highest rate allowed by law, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s), in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s) and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein made, as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust or other similar mortgagee generally known as an institutional mortgagee, which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage; provided however, any such Lot shall be liable, following such sale, for a pro rata share of any unpaid assessments against such Lot accruing prior to such sale, in common with all other Property. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 10. EXEMPT PROPERTY. The Board of Directors shall have the right to exempt any of the Property subject to this Declaration from the Assessments, charge and lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- A. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. All of the Common Area as defined in Article I hereof;
- C. Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.
- D. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Planned Unit Development of which the Property is a part.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from said assessments, charges or lien.

VI EXTERIOR MAINTENANCE ASSESSMENT

Section 1. EXTERIOR MAINTENANCE. In addition to maintenance upon the Common Area, the Association may provide upon any Lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality and value of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

Section 2. ASSESSMENT OF COST. The cost of such maintenance shall be assessed against the Lot or Lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot(s) and the personal obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

Section 3. ACCESS. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot(s) or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice, as under the circumstances, is practically affordable.

VII ARCHITECTURAL CONTROL

Section 1. NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing, by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which are attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply completed plans and specifications to the Association or Architectural Review Board thereof and no plan or specification shall be deemed approved unless a written approval is granted by the Association or Architectural Review Board thereof to the Owner submitting same. Any change or modification to approved plans shall not be deemed approved unless a submittal and written approval thereof is granted. Provided however, the Developer shall be exempt from review and approval with respect to any property it may own, from time to time. Provided further, the review and approval rights as contained herein are intended to control aesthetics and the maintenance of community standards, not to insure compliance with any contract, Code, ordinance, rule, regulation or law. Each Owner expressly acknowledges that the Developer, Association and ARB shall incur no liability, express or implied, with respect to conformance with any contract, Code, ordinance, rule, regulation or law.

Section 2. ARCHITECTURAL REVIEW BOARD. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one (1) Lot in Grand Oaks. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after Developer no longer owns at least one (1) Lot in Grand Oaks, shall be appointed by, and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one (1) or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

Section 3. POWERS AND DUTIES OF THE ARB. The ARB shall have the following powers and duties:

A. To recommend, from time to time, to the Board of Directors of the Association modification and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications, and a complete color palette, for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot in Grand Oaks, signed by the Owner of the Lot and contract vendee, if any. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

C. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or

other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot in Grand Oaks and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not be, made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

D. To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

E. The Architectural Planning Criteria is intended as a guideline to which adherence shall be required by each Owner in Grand Oaks; provided however, the ARB shall have the express authority to waive any requirement set forth in the Architectural Planning Criteria if, in its professional opinion, it deems such waiver is in the best interests of the community and the deviation requested is compatible with the character of Grand Oaks. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the ARB.

VIII RESTRICTIONS

Section 1. RESIDENTIAL USE. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Provided however, a sales model shall not be deemed a commercial building. No building or other improvements shall be erected upon any Lot without prior ARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one (1) contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall be total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in Grand Oaks. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) becomes consolidated. Further, any limitations on residence size imposed by law or by the Architectural Planning Criteria shall apply to the consolidated Lot(s) as if the same were a single Lot. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot except as to the assessments provided for herein. Without the express prior consent and approval of the ARB, no dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted Lot according to the recorded Plat of Grand Oaks.

Section 2. NO TEMPORARY BUILDINGS. No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis.

Section 3. ANTENNAE. No aerial or antennae shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Grand Oaks. Aerials and Antennae, if any, shall be built into the roof trusses of the home. Satellite dishes and other similar instruments are expressly prohibited.

Section 4. BOATS AND MOTOR VEHICLES. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles less than five and six-tenths feet (5.6') in height, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view.

Section 5. TREES. No tree or shrub, the trunk of which exceeds two inches (2") in diameter shall be cut down, destroyed or removed from a Lot without the prior express written consent of the ARB.

Section 6. ARTIFICIAL VEGETATION. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 7. AUTOMOBILE STORAGE AREA. No automobile garage shall be permanently enclosed or converted to another use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB. All garages shall contain at least four hundred fifty (450) square feet of usable space appropriate for the parking of automobiles. All garages must have automatically operated, remote controlled doors which shall be maintained in a useful condition. Garages may not be converted to dens, bedrooms or other areas intended for habitation, it being the intent that garages be available for use for the purpose intended.

Section 8. CLOTHES DRYING AREA. Any portion of any Lot used as a drying or hanging area for laundry of any kind shall be screened from view of adjoining Lots and roadways by proper landscaping.

Section 9. LANDSCAPING. An initial basic landscaping plan for each Lot, together with a detailed written estimate of the costs of such plan, must be submitted to and approved by the ARB at the time of construction of a home on such Lot. The Owner of such Lot shall be required to expend a minimum of Fifteen Thousand and No/100 U.S. Dollars (\$15,000.00) in landscaping upon such Lot said amount to be based upon the value given by a nursery, exclusive of sodding, fill, grading, mulch, irrigation and design fees. Sodding will be required on all yards; no seeding and/or sprigging shall be permitted. An underground sprinkler system of sufficient size and capacity to irrigate all sodded or landscaped areas must be installed and maintained in good working order on all Lots. All Lots shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body.

Section 10. NUISANCES. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall

render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for the following:

A. The exclusive sales agent for the original builder of a single family residence of any Lot(s) may place one (1) professional sign advertising the property for sale.

B. Homeowners shall not display or place any sign of any character including "for rent" or "for sale" signs except that a sign displaying the word "open", not to exceed five (5) square feet, may be displayed during any time the homeowner or his designated representative is in attendance.

The size and design of all signs shall be subject to approval by the ARB.

Section 12. IRRIGATION. All individual Lot irrigation systems are required to be connected to the public water system. Individual wells, or use of neighboring water retention systems, are prohibited. Common Area irrigation by the Association may use a well or neighboring water retention systems. Any irrigation from non-potable water sources shall be installed and maintained with filters to avoid staining.

Section 13. LIVING AREA. Each detached single family residence constructed upon a Lot in Grand Oaks shall contain a minimum of three thousand four hundred (3,400) square feet of air conditioned living area. Living area as referred to in this section excludes garages and patios. Each detached single family residence must have a rear patio slab of a minimum depth of ten feet (10').

Section 14. LIGHTING. No lighting shall be permitted which alters the residential character of Grand Oaks. No lighting of tennis courts shall be permitted.

Section 15. MISCELLANEOUS. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles, debris or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. During construction of a dwelling or other improvement, each owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

IX OWNERSHIP IN COUNTRY CLUB.

Section 1. OWNERSHIP IN COUNTRY CLUB. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declaration of Maintenance Covenants for Country Club dated September 19, 1985, filed for record September 24, 1985 in Official Records Book 4659 at Page 1117, of the Public Records of Palm Beach County, Florida, as amended. Among other things, that document provides that an Owner shall become a member of the Country Club Maintenance Association, Inc.; shall acquire certain property rights to Common Areas within Country Club; and shall become subject to the assessments of Country Club Maintenance Association, Inc.

Section 2. MEMBERSHIP IN COUNTRY CLUB MAINTENANCE ASSOCIATION, INC. In accordance with the provisions of the Articles

of Incorporation of Country Club Maintenance Association, Inc., all Owners shall be members in that Association.

Section 3. NOTICE TO COUNTRY CLUB MAINTENANCE ASSOCIATION, INC. Copies of all amendments to this Declaration, the Articles of Incorporation and By Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to Country Club Maintenance Association, Inc.

Section 4. COOPERATION WITH COUNTRY CLUB MAINTENANCE ASSOCIATION, INC. Upon request by Country Club Maintenance Association, Inc., the Association shall bill and collect assessments for Country Club Maintenance Association, Inc. Further, the Association shall keep a current list of all owners and mortgagees, with appropriate mailing addresses, and supply the same to Country Club Maintenance Association, Inc. and the Developer within five (5) days of notice from either.

X CENTRAL TELECOMMUNICATON RECEIVING AND DISTRIBUTION SYSTEM

Section 1. OWNERSHIP AND USE. Developer reserves and retains to itself, its successors and assigns:

A. The title to any central telecommunication receiving and distribution system which Developer installs or causes to be installed within the Property, and a perpetual easement for the placement and location thereof, including without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment; and

B. A perpetual easement for ingress to and egress from the Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and

C. The right to connect the central telecommunication receiving and distribution system to such receiving source as Developer may in its sole discretion deem appropriate, including without limitation, companies licensed to provide the CATV service in Palm Beach County, Florida, for which service Developer, its successors and assigns, shall have the right to charge every Association member a reasonable fee not to exceed the maximum allowable charge for CATV service as from time to time defined by the Code of Laws and Ordinances of Palm Beach County, Florida. The provisions of this subsection of this Article X shall not, however, be applicable to any property which is the subject of this Declaration of Property Owners' Covenants which is hereafter owned in fee simple by:

(1) Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations; or

(2) Any successor in title to any property which is hereafter owned in fee simple by Southern Bell Telephone & Telegraph Company or any of its subsidiary corporations.

D. The right to empower a licensee or franchisee to provide CATV service within Grand Oaks and to collect such license or franchise fees in connection therewith as the Developer may, in its sole discretion, deem appropriate.

Section 2. SECURITY SERVICES. Developer, any Related Party of Developer, as hereinafter defined, Country Club Maintenance Association, Inc., the Association, or their successors, assigns or

franchisees and the cable telecommunications system operator, may enter into contracts for the provision of security services through the central telecommunications systems. DEVELOPER, ANY RELATED PARTY OF DEVELOPER, COUNTRY CLUB MAINTENANCE ASSOCIATION, INC., THE ASSOCIATION OR THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES, AND THE CABLE TELECOMMUNICATION SYSTEM OPERATOR, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SYSTEMS WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, WHICH THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE CENTRAL TELECOMMUNICATIONS SYSTEM ACKNOWLEDGES THAT DEVELOPER, ANY RELATED PARTY OF DEVELOPER, COUNTRY CLUB MAINTENANCE ASSOCIATION, INC., THE ASSOCIATION OR THEIR SUCCESSORS, ASSIGNS OR FRANCHISEES AND THE CABLE SYSTEM OPERATOR WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES OR INJURIES RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services, and therefore every owner or occupant of property receiving security services through the central telecommunication system agrees that Developer, any Related Party of the Developer, Country Club Maintenance Association, Inc., the Association or their successors, assigns or franchisees and the cable telecommunications system operator assume no liability for loss or damage to property or for personal injury or death to persons due to failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged, equipment, device, line or circuit, (c) negligence of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes beyond the control of the security service provider. Every Owner or occupant of property obtaining security services through the central telecommunications system further agrees for himself, his guests, invitees and licensees that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, the liability, if any, of the Developer, any Related Party of the Developer, Country Club Maintenance Association, Inc., the Association or their successors, assigns or franchisees and the cable system operator, for loss or damage sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 U.S. Dollars (\$250.00), which limitation shall apply notwithstanding that the loss or damage results directly or indirectly from negligent performance or non-performance by any officer, agent or employee of the Developer, any Related Party of the Developer, Country Club Maintenance Association, Inc., the Association or their successors, assigns or franchisees or the cable system operator. Further, in no event will Developer, any Related Party of the Developer, Country Club Maintenance Association, Inc., the Association, the cable system operator or their successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss.

Related Party shall mean any partner, whether general or limited, manager, owner, shareholder, parent, subsidiary or affiliate, including officers directors, employees, agents, contractors and attorneys, and any Related Party to all or any of the foregoing.

XI ON SITE LAKES

Any on site lakes are designed as water management areas and are not designed as aesthetic features. Due to low ground water elevations within the immediate area, lakes located on site may be

extremely shallow during several months of the year. The Developer and the Association shall incur no liability for receding water levels due to changes in the water table and surrounding properties.

XII GENERAL PROVISIONS

Section 1. DURATION AND REMEDIES FOR VIOLATION. The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any one of them, and the expenses of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer and/or the Association in seeking such enforcement.

Section 2. NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the Public Records of Palm Beach County, Florida, at the time of such mailing.

Section 3. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. SEVERABILITY. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. CONFLICT. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By Laws of the Association and the Articles shall take precedence over the By Laws.

Section 6. EFFECTIVE DATE. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

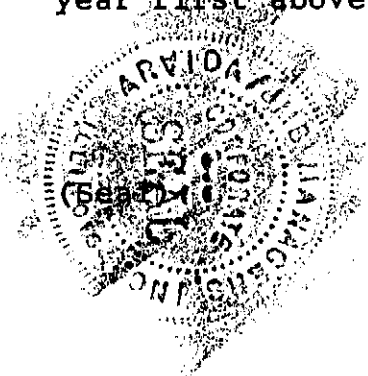
Section 7. AMENDMENT. This Declaration may be amended from time to time upon the execution and recordation of an instrument signed by the President and Secretary of the Association upon approval by Owners holding not less than two-thirds (2/3) of the voting interests of the membership, provided that so long as Developer is the owner of any Lot, or any Property affected by this Declaration, or amendment hereto, or appoints a Director of the

Association, no amendment will be effective without Developer's express written joinder and consent. Provided further, no amendment affecting the Common Area shall be effective without the joinder and consent of the City of Boca Raton, Florida and no amendment affecting the surface water management system, including the water management portion of the Common Areas, shall be effective without the approval of the South Florida Water Management District. Notwithstanding the foregoing, the Developer, its successors and assigns, reserves the right to amend this Declaration without the joinder or consent of any party, to correct a scrivener's error, to make changes as may be required or advisable due to law, ordinance or regulation or to make changes as may be advisable to facilitate financings of the Property or Lots, which do not materially change or modify the rights or obligations of any party.

Section 8. USAGE. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed in its name by its undersigned, duly authorized officers, and its corporate seal to be hereunto affixed the day and year first above written.

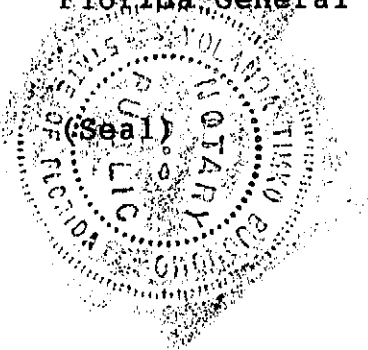
ARVIDA/JMB PARTNERS
 BY: Arvida/JMB Managers, Inc.,
 General Partner
 By: Jeri Poller
 Vice President
 Attest: Beatrice Williams
 Assistant Secretary



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

The foregoing instrument was acknowledged to and before me this 11th day of June, 1989, by JERI POLLER and BEATRICE T. WILLIAMS, as Vice President and Assistant Secretary, respectively, of Arvida/JMB Managers, Inc., an Illinois corporation, as general partner on behalf of Arvida/JMB Partners, a Florida General Partnership.

Cholanda Lindemann
 Notary Public
 State of Florida at Large
 My Commission Expires:
 Notary Public, State of Florida
 My Commission Expires Mar. 29, 1991
 Bonded by Western Surety Company



Name

Address:

ORB 6103 Pg 1570

Property Appraisers Parcel Identification (Folio) Number(s):

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of GRAND OAKS PROPERTY OWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 8, 1989, as shown by the records of this office.

The document number of this corporation is N32715.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
8th day of June, 1989.



Jim Smith

Jim Smith
Secretary of State

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