

Camino Woods

in Boca Del Mar II

A stylized green tree logo with a rounded canopy and a trunk, positioned to the right of the main title.

Declaration of Restrictions

*This copy should not be relied upon as a definitive statement of your rights and obligations.
Only a recorded copy received from the Office of the Clerk of the Circuit Court of Palm Beach County
[File Num 20120300535 or book/page 25362/0380 Date: 08/01/2012 11:47:49 Pgs 0380 – 417; (38pgs)]
should be relied upon in making decisions affecting your rights and obligations.*

HLR, INC.
TO
THE PUBLIC

DECLARATIONS OF RESTRICTIONS RELATING TO:

Camino Woods II, according to the Plat thereof,
as recorded in Plat Book 38, Page 179, of the
Public Records of Palm Beach County, Florida.

HLR, INC., a Florida corporation, the owner of all of the foregoing described lands, does hereby impress upon said lands the covenants, restrictions, reservations and servitudes hereinafter set forth:

1. DEFINITIONS. As used in this Declaration of Restrictions, the following words have the following meanings:
 - (a) ASSOCIATION means Camino Woods II Homeowners Association, Inc., a Florida corporation not for profit to be formed, its successors or assigns.
 - (b) BOARD means the Board of Directors of the ASSOCIATION.
 - (c) DEVELOPER means HLR, INC., a Florida corporation, its successors and assigns.
 - (d) LOT means a lot, as shown on the Plat of Camino Woods II, as recorded in the Plat Book 38, Page 179, of the Public Records of Palm Beach County, Florida.
 - (e) IMPROVED LOT means LOT upon which there has been constructed a residence building for which a valid certificate of occupancy has been issued by applicable government authority.
 - (f) LAKE means Parcel A and Parcel B as shown upon the Plat of Camino Woods II. The LAKE shall be owned and maintained by the ASSOCIATION as provided for herein.
 - (g) LOT OWNER means the holder or holders of the fee title to a LOT as herein defined.
 - (h) IMPROVED LOT OWNER means a LOT OWNER herein defined of an IMPROVED LOT as herein defined.
 - (i) PERSON means a person, firm, association or corporation.
 - (j) RECREATION FACILITIES means Parcel B as shown upon the Plat of Camino Woods II, together with all improvements constructed thereon and equipment contained thereon. The RECREATION FACILITIES shall be owned, operated and maintained by the ASSOCIATION as provided for herein.
 - (k) SUBDIVISION means the following described lands, to-wit:

Camino Woods II according to the Plat thereof, as recorded in Plat Book 38, Page 179, of the Public Records of Palm Beach County, Florida.

- (l) The use of any gender is deemed to include all genders; the use of the singular includes the plural, and the use of the plural includes the singular.
- (m) INSTITUTIONAL LENDER shall mean any bank, insurance company, FHA or VA approved mortgage lending institution, recognized pension fund investing in mortgages, or federal or state savings and loan association having a mortgage lien upon any LOT or IMPROVED LOT, or which has acquired and holds title thereto as a result of foreclosure of any such mortgage lien or by deed in lieu of foreclosure.

2. OCCUPANCY AND USE:

- (a) The owner of an Improved Lot shall occupy and use the same as a private dwelling for himself and the members of his family and social guests, and for no other purposes. The Lot Owner shall not permit or suffer anything to be done or kept on his Lot which will obstruct or interfere with the rights of other Lot Owners or annoy them by unreasonable noises, lights or odors or otherwise; nor shall the Lot Owners commit or permit any nuisance, immoral or illegal act in or about the Lot. Subject to the provisions of Section 10 hereof, a Lot Owner may keep any domestic pet or animal on the Lot so long as such domestic pet or animal does not constitute a nuisance and does not unreasonably interfere with the quiet enjoyment of the premises by the other Lot Owners.
- (b) The driveway located on each Improved Lot shall be used for automobile parking only. The Improved Lots, including both the driveway and all other areas except the residence, shall not be used for parking or storing, either temporarily or permanently, boats, trucks, trailers, mobile homes, houseboats, campers, motorcycles, or any similar type vehicle or thing.
- (c) Occupancy of Dwelling Unit. The "Housing for Older Persons" Act of 1995 ("HOPA"), which became effective in May 3, 1999, provides that communities cannot reject families with children younger than eighteen (18) years of age. However, HOPA provides that a community is exempt from this prohibition if
 - (i) at least eighty percent (80%) of the Lots are occupied by at least one (1) person fifty-five (55) years of age or older; and
 - (ii) the community publishes and adheres to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older.

For so long as such provisions of HOPA are in effect, the Association intends Camino Woods II to be a community which falls within this exemption to HOPA.

Therefore, for so long as such provisions of HOPA are in effect,

- (i) at least one occupant in each residence in Camino Woods II must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and
- (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older.

The Board of Directors of the Association shall have the full power and authority to adopt policies, procedures, rules and regulations to carry out the intention herein expressed, that this community shall be "Housing for Older Persons". No persons under the age of eighteen (18) years of age shall permanently reside in the Community. Children under such age may be permitted and temporarily reside therein, provided that such temporary residence can be waived from time to time by the Board of Directors of the Association, provided that said waiver is obtained in writing.

- (d) No Improved Lot may be leased or rented under any condition whatsoever.

3. **NO TRADE, BUSINESS OR PROFESSION, ETC.** No trade, business, profession or any other type of commercial activity shall be carried on upon any of the Lots; however, notwithstanding this restriction, the Developer and its assigns shall not be prohibited from operating sales models or offices on the Lots.
4. **SIGNS, FENCES, CLOTHES POLES, EXTERIOR RADIOS AND TV ANTENNAS.** No outdoor clothes drying apparatus may be erected or maintained upon any Lot. No sign of any nature whatsoever shall be erected or displayed upon any of the Lots, except where express prior written approval of the size, shape, content and location thereof has been obtained from the Association, which approval may be arbitrarily withheld; providing, however, that the Developer shall have the right to place such signs upon the Lots and Improved Lots as Developer deems necessary and proper in its sole discretion in connection with the sale by Developer of Lots and Improved Lots within the Subdivision, including resales of the same. No exterior radio, television or any other electronic antenna or aerial may be erected or maintained anywhere upon any of the foregoing described lands. No fences, other than those erected by the Developer, shall be permitted anywhere within the Subdivision, except as approved in writing by the Developer or the Association, which approval may be arbitrarily withheld.
5. **MAINTENANCE EASEMENTS.** The Association shall have the right to enter over, through and upon all of the Lots for the purpose of maintaining and caring for the LAKE, the lawns, or any portion thereof located thereon, and the exterior and roofs of the houses constructed thereon as hereinafter set forth. "Maintenance and care" within the meaning of this subparagraph shall include mowing, irrigating, trimming, edging, fertilizing and spraying of the lawns and painting of the exteriors of the houses constructed thereon and cleaning and painting of the roofs of such houses. This easement shall specifically include an easement for the installation and maintenance of a lawn irrigation system at such locations as determined necessary or desirable by the Developer or the Association. Each owner shall be liable to the Association for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by the Association in its sole discretion) upon such owners' Lots. In the exercise of its discretion in this latter regard, the Association shall be governed by the principle that all lawns shall be fully maintained free from unsightly bald spots and dead grass and uniform in texture and appearance with surrounding lawns in the neighborhood.
6. **RECREATION AREA AND LAKE MAINTENANCE.** The Association shall own, maintain and keep in good repair at all times the LAKE and the RECREATION FACILITIES as shown on the Plat of Camino Woods II, as recorded in Plat Book 38, Page 179 of the Public Records of Palm Beach County, Florida, and the improvements situated thereon.
7. **EXTERIOR BUILDING MAINTENANCE.** The Association shall maintain the exteriors of all houses constructed upon the Lots. Such maintenance shall include the cleaning of roofs and the repainting of exterior walls, shutters, trims, eaves and roofs. All such maintenance shall be performed at such times as the Association, in its sole discretion, determines the same to be necessary.
8. **PLANTING AND MAINTENANCE OF SHRUBBERY AND LANDSCAPING.** No trees, plants, shrubbery, or landscaping effects of any kind shall be installed on any Lot without the prior written consent of the Association. The Association shall maintain the shrubbery and landscaping of all Lots, including spraying, fertilizing, mowing, edging, trimming and irrigating at such times as the Association, in its sole discretion, determines to be necessary or desirable.
9. **PAYMENT OF ASSOCIATION EXPENSES BY OWNER.** The owner of each Improved Lot in the Subdivision is hereby made liable to the Association for a pro rata share of the actual cost (including taxes and insurance) of the operation and maintenance of the RECREATION FACILITIES and the LAKE, and all other expenses of the Association, including but not limited to, the costs of maintaining the exteriors of the houses and landscaping as described in paragraphs 7 and 8 above.

The annual budget for the Association shall be prepared by the Board of Directors and circulated to the Association members at least thirty (30) days prior to its adoption. Said actual cost shall be payable in equal monthly installments by each Improved Lot Owner to the Association commencing on the first day of the month following the date upon which the Lot becomes the Improved Lot. Such pro rata share shall be computed by dividing the total expenses of the Association for the preceding month by the number of Improved Lots; provided, however, that at no time prior to January 1, 1981, shall the pro rata share assessed against any Improved Lot exceed the sum of \$79.00. Each owner of Improved Lots in the Subdivision agrees that the pro rata share of the cost of the operation and maintenance of the Recreation Facilities, the LAKE and other expenses of the Association, including maintenance of building exteriors and landscaping as aforesaid, shall constitute a lien or charge upon such owner's Improved Lot, which may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property. Said lien shall attach and be effective from and after the time of recording in the Public Records of Palm Beach County, Florida, of a claim of lien stating the description of the Lot, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent (10%) per annum from date of recording until paid. Except for interest, such claims of lien shall include only unpaid assessments which are due and payable to the Association when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment, the Lot Owner shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to the lien of a mortgage or other lien held by any Institutional Lender recorded prior to the time of recording of the claim of lien, and in the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure, the recording of said deed in lieu of foreclosure or Certificate of Title shall operate to release a subordinate claim of lien. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

No building, fence, wall or other structure shall be erected or maintained upon any parcel, nor shall any exterior addition, change or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the Association Architectural Committee. The Association Architectural Committee shall be permitted to employ aesthetic values in making its determination.

The "Association Architectural Committee" shall consist of three members selected by the Board, who shall have the right to change the membership thereof as the Board deems appropriate. Any person desiring approval of any plans or specifications shall submit the same addressed to the "Architectural Committee" at the Association's office in Boca Raton, Florida, to the attention of a party to be designated by the Board. The Board shall have the right to change the address for submissions to the Architectural Committee by recording an amendment to this instrument among the Public Records of Palm Beach County, Florida. Approval or disapproval by the Architectural Committee shall only be evidenced by a written instrument executed by at least one member of the Committee; provided, however, that should the Committee fail to act upon any submission to it within thirty (30) days from the receipt thereof by the Committee, such inaction shall be deemed approval of the submission. In the event that the Committee disapproves any proposed structure, or exterior change or alteration, the Committee shall state with specificity the reasons for the disapproval.

10. **LIVESTOCK, POULTRY AND ANIMALS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for ant commercial purpose, and provided further that they are so kept as not to be an annoyance or nuisance to anyone in the Subdivision. Dogs must be kept on a leash when outside of the residence.

11. **ASSOCIATION MEMBERSHIP.** Each Lot Owner shall automatically become a member of the Association and each Lot shall be entitled to one vote to be cast through the Lot Owners. When more than one person holds an interest in any Lot, the vote for such Lot shall be cast by that Lot Owner designated in a certificate filed with the Association and signed by all persons owning an interest in said Lot. In the event said certificate is not on file with the Association, no vote shall be cast for said Lot.
12. **IMPROVED LOT TO REMAIN SO CLASSIFIED.** Once a Lot becomes an Improved Lot as herein defined, it shall remain so classified and shall be subject to the obligations and liens set forth in these restrictions so long as these restrictions shall remain in effect, even though the improvements thereon may be destroyed by any cause.
13. **ENFORCEMENT.** These restrictions and requirements may be enforced by an action at law or in equity by any of the Lot Owners in the Subdivision, the Developer, or the Association.
14. **INVALIDITY CLAUSE.** Invalidation of any of these covenants by a court of competent jurisdiction shall in no way effect any of the other covenants which shall remain in full force and effect.
15. **EXISTENCE AND DURATION.** The foregoing covenants, restrictions, reservations and servitudes shall be considered and construed as covenants, restrictions, reservations and servitudes running with the land, and the same shall bind all persons claiming ownership or use of any portion of the Subdivision until the first day of January 2050. After January 1, 2050, said covenants, restrictions, reservations and servitudes shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority the Lots in said Subdivision shall be recorded, which instrument shall alter, amend, extend, enlarge or repeal, in whole or in part, said covenants, restrictions, reservations and servitudes.
16. **AMENDMENT.** This Declaration may be amended at any time and from time to time upon the affirmative vote of approval of Owners holding not less than three-fourths (3/4) of the voting interest of the membership, provided that so long as the Developer is the Owner of any Lot or any Property affected by this Declaration or amendment, or appoints a Director of the Association, the Developer's consent must be obtained. Any such amendment shall be evidenced by an instrument executed by the proper officers of the Association and recorded in the Public Records of Palm Beach County, Florida.
17. **COVENANTS IN FAVOR OF INSTITUTIONAL LENDERS.** In order to induce Institutional Lenders, as herein defined, to make individual mortgage loans upon Lots in the Subdivision, the Association's right to assess an Improved Lot (or its owner), or to impress a lien upon an Improved Lot (as provided in paragraph 9 above), the title to which has been acquired by an Institutional Lender as a result of foreclosure or deed in lieu of foreclosure, shall be abated so long as said Institutional Lender retains said title. Upon disposal in any manner of an Improved Lot acquired by an Institutional Lender by foreclosure or deed in lieu of foreclosure, or when such Lot is under Lease, the Association's right to make assessments against such Improved Lot and its right to impress a lien thereon shall be fully restored (except that no such assessment or lien shall be for the purpose of defraying the cost of any work or services undertaken by the Association during the period of time or prior to the time title to said Improved Lot was held by an Institutional Lender), and the Association's duties and obligations with respect to said Lot shall be restored.
18. **RESERVATION OF EXCLUSIVE RIGHT TO INSTALL, PROVIDE AND MAINTAIN CABLE OR PAY TELEVISION IN THE CONDOMINIUM PROPERTY AND RECREATION FACILITIES.** Developer anticipates that certain systems may be developed, including, but not limited to, Cable Television, which will permit the transmission of television pictures to the Lots, and Developer does hereby reserve unto itself, commencing with the date hereof, the exclusive right and privilege to install, provide and maintain any or all present or future systems which are or may be developed for purpose of transmitting a pay television picture and/or cable television to

the Lots which desire such service. Developer does further reserve such easements over, under, across and through the Lots for cables and other equipment as may be reasonably necessary to provide the transmission of a pay television picture and/or cable television to the Lots. Developer further reserves the unrestricted right to assign, transfer and convey the exclusive right, privilege and easements herein reserved. For the term of this Reservation, the Association, and each Lot Owner, his successors and assigns, shall be prohibited from entering into any contract or agreement to provide cable or pay television service with any party, other than Developer or its assigns, which said prohibition shall be enforceable by injunction in a court of appropriate jurisdiction in Palm Beach County, Florida.

19. **PROPERTY RIGHTS.** Every member of the Association shall have the right of enjoyment in and to the Lake and the Recreation Facilities and any and all improvements thereon. The Developer is under no obligation to improve the Lake or the Recreation Facilities. The Developer shall retain legal title to the Lake and Recreation Facilities for the development period, but in no event later than January 1, 1981, when, if Developer has not previously done so, it shall convey the Lake and the Recreation Facilities to the Association free and clear of all liens and encumbrances, except taxes accrued to the date of such conveyance and easements, restrictions, reservations and other matters of record.
20. **RULES AND REGULATIONS.** The Association has the right, power and duty to establish such rules and regulations for the maintenance and operation of the Recreation Facilities, as well as establishing rules and regulations for the maintenance and upkeep of the individual Lots.
21. **GARBAGE AND TRASH DISPOSAL.** No garbage, refuse or rubbish shall be deposited or kept on any Lot except in a suitable container. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property; provided, however, that garden trash and rubbish that is required to be placed at the front of the Lot in order to be collected may be placed at the front of the Lot, and need not be in any container, for periods not exceeding twenty-four (24) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
22. **GARAGES.** Garage doors shall be kept closed at all times except for the purpose of entering or leaving the garage.
23. **DEVELOPER'S RIGHTS.** It is acknowledged that the performance by the Association of its duties hereunder, and the exercise of its right, shall be for the benefit of the owners of the Lots, subject to these restrictions, as well as for the benefit of the Developer. Accordingly, if the Association shall fail or refuse to fulfill its obligations hereunder, or to exercise its rights, Developer, in its own name or in the name of Association, shall have the right to perform any of the Association's duties and to exercise any of the Association's rights arising out of or made necessary by the performance of such duties.
24. **HEADINGS.** The headings contained herein are for ease of reference only and do not constitute substantive provisions of this instrument.
25. **EFFECTIVE DATE.** This Declaration shall become effective upon recordation in the Public Records of Palm Beach County, Florida.