

ROOF DEVIATION AGREEMENT

This Deviation Agreement (hereinafter "AGREEMENT") is entered into by and between Camino Woods II Homeowners Association, Inc., having its principal office at 22422 San Miguel Way, Boca Raton, Florida 33433, (hereinafter "Association") and _____, residing at _____ Petaluma Drive, Boca Raton, Florida 33433 (hereinafter "IMPROVED LOT OWNER"), and is effective on the last date set forth on the signature page of this AGREEMENT.

WITNESSETH:

WHEREAS, the Camino Woods II, Homeowners Association, Inc. development has a uniform appearance that is preserved through the DECLARATION OF RESTRICTIONS, BY-LAWS, and RULES AND REGULATIONS as promulgated and as may be amended from time to time by the ASSOCIATION;

WHEREAS, it has been the policy of the ASSOCIATION, enforced through the ASSOCIATION ARCHITECTURAL COMMITTEE that the original design of each IMPROVED LOT roof be preserved by continuing to require all IMPROVED LOT roofs to be comprised solely of flat concrete roof tiles impregnated with an ASSOCIATION approved uniform color throughout all roofs and roof coverings.

WHEREAS, the IMPROVED LOT OWNER is desirous of deviating from the restriction, and the ASSOCIATION desires to accommodate the IMPROVED LOT OWNER to allow painting the flat concrete roof tiles of a uniform color, subject to the following terms and conditions;

WHEREAS, the deviation so requested by the IMPROVED LOT OWNER will be memorialized in this AGREEMENT and will be filed with the Palm Beach County Public Records to serve as a covenant running with the land of each improved lot that shall be binding upon and inure to the benefit and burden of the parties hereto and future owners and approved occupants of the property noted above;

WHEREAS, the parties desire to enter into this Roof Deviation Agreement that will allow the IMPROVED LOT OWNER to paint the flat concrete roof tiles under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the promises and the covenants, agreements and stipulations hereinafter set forth, and for other good and valuable

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consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Article I.

DEFINITIONS

As used in this Agreement, the following words have the following meanings:

- (a) ASSOCIATION means Camino Woods II Homeowners Association, Inc., a Florida corporation not for profit, its successors or assigns.
- (b) DECLARATION OF RESTRICTIONS (hereinafter "Declaration") means the Declaration of Restrictions for Camino Woods II Homeowners Association, Inc. and any amendments made thereto from time to time.
- (c) BY-LAWS means the BY-LAWS of Camino Woods II Homeowners Association, Inc., and all amendments and as amended from time to time that should be consistent with the DECLARATION, BY-LAWS and the RULES AND REGULATIONS as determined necessary by the ASSOCIATION.
- (d) RULES AND REGULATIONS means the Rules and Regulations of Camino Woods II Homeowners Association, Inc. as amended from time to time as determined necessary by the ASSOCIATION.
- (e) IMPROVED LOT OWNER means the record title holder of the property listed in this Agreement.
- (f) LOT means a LOT, as shown on the Plat of Camino Woods II, as recorded in the Public Records of Palm Beach County, Florida.

Article II.

TERMS AND CONDITIONS

1. Roof Terms and Conditions.

- a. The ROOF must consist of flat, concrete tiles consistent with the Camino Woods II development aesthetic scheme.
- b. The ROOF is to be painted at such times as the ASSOCIATION, in its sole discretion, determines appropriate, in accordance with the Exterior Building Maintenance provision of the DECLARATION OF

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RESTRICTIONS and the Appearance of Units and Signs provisions in the RULES AND REGULATIONS that restricts the IMPROVED LOT OWNER's ability to change or alter the exterior of their home without the written permission from the Board of Directors and its Architectural Committee.

- c. The ROOF is to be cleaned and painted by a licensed and insured contractor chosen by the ASSOCIATION to clean and paint the exterior of the home.
 - d. The ROOF is to be painted a uniform color and texture approved by the ASSOCIATION for other roofs painted within the community.
 - e. The ASSOCIATION will be invoiced and be responsible for the cost of painting the roof.
 - f. The ASSOCIATION will be invoiced and be responsible for legal costs associated with the AGREEMENT.
 - g. The IMPROVED LOT OWNER will receive a SPECIAL ASSESSMENT for the above costs (i.e. Section E and F), plus an ASSOCIATION handling fee not exceeding \$100.00 (one hundred dollars).
 - h. The ASSESSMENT will be payable within 30 (thirty) days of the ROOF being painted.
 - i. The SPECIAL ASSESSMENT will occur every time the ROOF is painted.
 - j. The ASSOCIATION agrees to include the ROOF in any cleaning program in accordance with the Exterior Building Maintenance paragraph, (paragraph 7), of the Declaration of Restrictions.
2. Term. This AGREEMENT will remain in force until the ROOF is replaced and the new ROOF is compliant with the ASSOCIATION POLICY.
 3. Notice. Any and all notices permitted or required to be given hereunder will be deemed duly given: (a) upon actual delivery, if delivery is by hand; (b) three (3) business days after delivery into the official mail, if delivery is by postage paid

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registered or certified return receipt requested mail; (c) one (1) business day after delivery to an overnight carrier, if delivery is made by overnight carrier guaranteeing next business day delivery; or (d) upon receipt of evidence of successful transmission, if delivery is by facsimile; or (e) email with evidence of successful transmission. Each such notice shall be sent to the respective party at the address, facsimile number or e-mail address kept in the official records of the ASSOCIATION indicated below or at any other address as the respective party may designate by notice delivered pursuant hereto.

If to Association:

Camino Woods II Homeowners Association, Inc.,
22422 San Miguel Way
Boca Raton, Florida 33433
Attention: Association President

With a copy to:

The Law Firm of Patrick J. Murphy & Associates, P.A.
650 East Hillsboro Boulevard
Deerfield Beach, Florida 33441-3563
Attention: General Counsel

If to IMPROVED LOT OWNER:

_____ Petaluma Drive
Boca Raton, Florida 33433
Attention: _____

4. Compliance with Laws. In the performance of this AGREEMENT, both parties agree to comply with all applicable federal, state, or local laws, statutes, rules, regulations and ordinances.
5. Entire Agreement. This AGREEMENT, including all Exhibits attached hereto and made a part hereof contains the entire understanding and intentions of the

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parties in terms of the AGREEMENT only, superseding in all respects any and all prior oral or written agreement or understandings pertaining to the subject matter hereof except that this AGREEMENT does not supersede or otherwise invalidate the promises, covenants, terms and/or conditions of the DECLARATION OF RESTRICTIONS, BYLAWS and/or RULES AND REGULATIONS of the ASSOCIATION except for the specific deviation provided herein. This AGREEMENT shall be amended or modified only by written agreement executed by the parties hereto.

6. Severability. If and to the extent that any court of competent jurisdiction holds any provision or part of this AGREEMENT to be invalid or unenforceable, such holding shall in no way effect the validity of the remainder of this AGREEMENT.
7. Waiver. A waiver by either party of any of the terms and conditions of this AGREEMENT in any instance shall not be deemed or construed to be a waiver of such term or condition for the future or any other conditions under the AGREEMENT.
8. Headings. Headings in this AGREEMENT are included for ease of reference only and have no legal effect.
9. Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
10. Drafting. This AGREEMENT was negotiated at arm's length and entered into freely by the parties and upon the advice of their respective counsel. All parties hereto are to be deemed the drafters of this AGREEMENT. No provision hereof shall be construed in favor of or against any party hereto based upon principles of *contra proferentem* or any other presumption as to inequality or bargaining power or otherwise.
11. English Language. This AGREEMENT was prepared in the English language and the English language shall control its interpretation. In addition, all notices

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required and permitted to be given hereunder, and all written, electronic, oral or other communication between the parties regarding this AGREEMENT or pursuant to this AGREEMENT shall be in the English language unless otherwise agree to in writing.

12. Authority to Enter Into Agreement; Performance. Each party represents and warrants that it is authorized to enter into this AGREEMENT and that in so doing it is not in violation of the terms and conditions of any contract or other agreement to which it may be a party.
13. Force Majeure. Performance under this Agreement shall be excused to the extent prevented or delayed by any event or circumstance, which is beyond the reasonable control of the party whose performance is to be excused hereunder, including but not limited to fire, flood, explosion, unavoidable and unanticipated breakdown of machinery, widespread product tampering by third parties, governmental acts or regulations, war, labor difficulties, unavoidable and unanticipated shortages or unavailability of materials, or any act of God (“Force Majeure”). The affected party shall promptly notify in writing the non-affected party of the event of force majeure and the probable duration of the delay and promptly take any reasonable steps that are necessary or appropriate to relieve the effect of such force majeure as rapidly as possible. Any delay caused by an event of force majeure shall toll the Term, which shall be extended by the length thereof. In the event a force majeure prevents performance by one party for more than six (6) months, either party may terminate this AGREEMENT.
14. Governing Law. The validity, interpretation and performance of the Contract shall be governed by and construed in accordance with the laws of the State of Florida. ASSOCIATION and IMPROVED LOT OWNER hereby submit to the exclusive jurisdiction of the State Courts situated in The 15th Judicial Circuit of Palm Beach County, State of Florida for resolution of any or all disputes arising with respect to this AGREEMENT.

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15. Governing Law. For any disputes that may arise from this AGREEMENT, or for any action taken to enforce the provisions of this agreement, the prevailing party shall be entitled to recoup its reasonable attorney's fees and costs including expert costs at all levels of the dispute, both pre suit, in suit and at all appellate levels.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date of the last signature below.

CAMINO WOODS II HOMEOWNERS ASSOCIATION, INC.

Signature:

Print name

Date

Title

IMPROVED LOT OWNER

Signature:

Print name

Date

IMPROVED LOT OWNER

Signature:

Print name

Date

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