



**Declaration  
of Covenants and  
Restrictions for Paseos**

**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR PASEOS**

THIS DECLARATION, Made this day of December 19, A.D., 1975, by ARVIDA CORPORATION (the "Developer"), a Delaware corporation, which declares that the real property hereinafter described, which is owned by Developer (hereinafter referred to as "Paseos") 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 Paseos Homeowners 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, *not marked* respectively. *architectural planning criteria*

B. "Developer" shall mean and refer to Arvida Corporation, a Delaware corporation, and its successors or assigns if any such successor or assign acquires the undeveloped portion of Paseos from the Developer for the purpose of development and is designated as such by Arvida Corporation.

C. "Paseos" 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 said Article II.

D. "Lot" shall mean and refer to any lot or other parcel in Paseos, together with any and all improvements thereon, 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 a 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 has an interest, including, without limitation, a right of use, for common use and enjoyment of the members of the Association.

**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 located in Palm Beach County, Florida, and comprises all the parcels, platted or unplatted, within or upon the property legally described as:

Beginning at the intersection of the South Line of Section 15, Township 47 South, Range 42 East, Palm Beach County, Florida with the Easterly Right of Way Line of Jog Road (formerly Powerline Road as shown on the plat of ESTANCIA recorded in Plat Book 30, Pages 169 and 170, Public Records of Palm Beach County, Florida) said point being N. 89° 44' 14" E., a distance of 2285.93 feet from the Southwest Corner of said Section 15, thence northeasterly and northerly along the Easterly Right of Way Line of said Jog Road, being the Easterly Limits of said ESTANCIA and being on the arc of a curve concave to the northwest having a radius of 2315.65 feet and a central angle of 35° 37' 49" and whose

tangent at this point bears S. 36° 14' 08" W., a distance of 1440.02 feet to the South Right of Way Line of Boca Raton West Road (State Road No. 808) as recorded in Road Plat Book 4, Pages 5 through 14, inclusive, Public Records of Palm Beach County, Florida; thence N. 89° 10' 15" E. along said Southerly Right of Way Line (being parallel with and 40 feet south of, the center line of said Boca Raton West Road) a distance of 874.31 feet; thence S. 89° 02' 15" E. along said Southerly Right of Way Line, a distance of 825.53 feet; thence S. 00° 28' 18" E., a distance of 1333.58 feet to a point on the South Line of said Section 15, said point being S. 89° 44' 44" W., a distance of 922.58 feet from the Southeast Corner of said Section 15; thence S. 89° 44' 44" W. along said South Line of Section 15, a distance of 1760.86 feet to the Southeast Corner of the Southwest Quarter of Section 15; thence continue S. 89° 44' 44" W., a distance of 397.51 feet to the POINT OF BEGINNING.

**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 portions of the Property.

### **III PROPERTY RIGHTS**

**Section 1. Title to Common Area.** Developer may retain the legal title to the Common Area so long as it owns at least one Lot in Paseos. On or before conveyance by Developer of the last Lot which it owns in Paseos, Developer shall convey the Common Area to the Association subject to any mortgages for improvements to such Common Area parcel or parcels, to taxes for the year of conveyance, and to restrictions, conditions, limitations, reservations, and easements of record. The Association may, at any time and from time to time, convey any property which it owns, or any interest which it may own in any property, including, without limitation, any easement, to Via Verde Homeowners Association, Inc., a Florida corporation not for profit, or to any other similar association or entity in which all Owners of Lots in Paseos are entitled to membership and which has the power and authority to levy maintenance assessments against all Lots, and the Owners thereof, in Paseos; provided that, any such conveyance shall include an assignment to Via Verde Homeowners Association, Inc., or such other association or entity, of all responsibilities which the Association may then have to maintain the Property or interest conveyed; and provided further that Via Verde Homeowners Association, Inc., or such other association or entity, shall covenant and agree, as consideration for such conveyance, to assume and fully perform any and all such maintenance responsibilities.

**Section 2. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to 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 above-described Properties against foreclosure;

B. All provisions of this Declaration, any plat of all or any part or parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

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.

### **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 all or 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 Lot 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.

## **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 Paseos 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 the due date at the rate of ten percent (10%) per annum and costs of collection thereof (including reasonable attorneys' 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 also 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 by 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 Paseos and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

**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 \$1,200.00 per Lot per annum. 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 two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amount hereinabove set forth.

**Section 4. Uniform Rate of Assessment.** All regular and special assessments shall be at a uniform rate for each platted Lot in Paseos.

**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 two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

**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, of the assessment period, and the amount of assessments, 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 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.** If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives, successors and assigns, and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

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 rate of ten percent (10%) per annum, 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 the filing and 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 to Lien of Mortgages.** The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or State savings and loan association, or real estate investment trust. Such subordination shall not apply only to assessments which become due and payable subsequent to a sale or transfer of such Lot pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. No sale or 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 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.

Notwithstanding any provisions herein, no Lot (or any part thereof), land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges or liens.

## **VI EXTERIOR MAINTENANCE ASSESSMENT**

**Section 1. Exterior Maintenance.** In addition to maintenance upon the Common Area, the Association may provide maintenance 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.

including paint, repair and replacement, upon and of gutters, downspouts, exterior building and roof, surfaces, and yard cleanup and/or maintenance.

**Section 2. Assessment of Costs.** 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 shall be a lien on the Lot and the personal obligation of the Owner 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 at Reasonable Hours.** 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 or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

## VII ARCHITECTURAL CONTROL

**Section 1. 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 five (5) 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 Lot in Paseos. 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 Lot in Paseos, 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 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 2. Necessity of Architectural Review and Approval.** No 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 thereon 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 applicable 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.~~ Architectural Planning criteria of the Association in effect from time to time shall serve only as a guide to development of Lots in Paseos, and are not intended to limit the power or authority of the ARB and the Association to control such development, and failure of the Association to promulgate a criteria or criteria governing and applying to any specific matter or thing shall not limit the ARB's power or authority to consider and to approve, disapprove or govern that specific matter to thing. "A"

**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 modifications and/or amendments to Architectural Planning Criteria. Any modification or amendment to 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 and at which a quorum is present and voting. Notice of any modification or amendment to Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered after adoption thereof 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 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 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 Paseos. 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 Paseos, 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 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.

## VIII RESTRICTIONS

**Section 1. Residential Use.** The Property subject to these Covenants and Restrictions may be used for residential living 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. No building or other improvement 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 to form one or more larger Lots. In the event of the division or subdivision of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or 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 or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Restrictions shall apply thereto as a single Lot. 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 Paseos.

**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.

**Section 3. Antennae.** No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Paseos.

**Section 4. Boats and Motor Vehicles.** No boats, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles, 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 (2) inches in diameter, shall be cut down or otherwise destroyed without the prior express written consent of the ARB.

**Section 6. Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

**Section 7. Automobile Storage Areas.** No automobile garage shall be permanently enclosed or converted to other use without the substitution of another enclosed automobile storage area upon the Lot. No carports shall be permitted unless approved by the ARB and all garages shall be at least adequate to house two (2) standard size American automobiles. All garages must have doors that are to be maintained in a useful condition.

**Section 8. Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on a Lot.

**Section 9. Landscaping.** A basic landscaping plan for each home must be submitted to and approved by the ARB. Sodding will be required on all front and side yards. Seeding and/or sprigging shall be permitted in the rear yards. On corner Lots, sodding will be required on the front and sides. On all Lots in Blocks 6 through 8, both inclusive, 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.

**Section 10. Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. 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 on any Lot(s) may place one 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 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. Miscellaneous.** No weeds, underbrush or other unsightly growths 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 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. All garbage or trash containers must be underground or placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

## IX TRANSFER OF UNIMPROVED LOTS

**Section 1. Developer's Right of First Refusal.** No Lot, and no interest therein, upon which a single-family residence has not been constructed and a certificate of occupancy issued therefore (an



"Unimproved Lot") shall be sold or transferred unless and until the Owner of such Unimproved Lot shall have first offered to sell such Unimproved Lot to Developer and Developer has waived, in writing, its right to purchase said Unimproved Lot.

**Section 2. Notice to Developer.** Any Owner(s) intending to make a sale of his Unimproved Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Unimproved Lot upon the following terms:

- A. The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
- B. The sale shall be closed within thirty (30) days after the delivery or making of said agreement to purchase, or upon the date specified for closing in the Proposed Contract, whichever shall later occur.

If Developer shall fail to exercise or waive exercise of its right of first refusal within the said thirty (30) days after receipt of the Proposed Contract, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

**Section 3. Certificate of Waiver.** If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within thirty (30) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Palm Beach County, Florida.

**Section 4. Unauthorized Transactions.** Any sale of an Unimproved Lot, or any interest therein, without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

**Section 5. Exceptions.** This Article IX shall not apply to a transfer to or sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Unimproved Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall this Article IX apply to the sale by any such institution which so acquires title. Neither shall this Article IX require the waiver by Developer as to any transfer of title to an Unimproved Lot at a duly advertised public sale with open bidding which is conducted pursuant to law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

## **X TELECOMMUNICATION SYSTEM**

Developer intends to construct or install over, across and upon the Common Area and elsewhere in Paseos and in the Via Verde Planned Unit Development, for the use and enjoyment of Paseos and/or Via Verde property Owners and their permitted or authorized guests, invitees and tenants, a central or master telecommunications receiving and distribution system (the "MATV System"), the exact description, location and nature of which have not yet been fixed. For the purpose of authorizing, permitting and allowing Developer to cause to be designed, installed and constructed, and thereafter inspected, repaired, maintained, altered, improved and replaced, the MATV System, Developer shall have and hereby reserves to itself, its successors and assigns, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the MATV System (the scope and extent and the size and the location of which, over, across, upon and through the Common Area shall be fixed and determined solely by Developer, its successors or assigns), together with the perpetual and exclusive right and privilege of (1) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the MATV System, including, without limitation, the towers, antennas, conduits, wires, cables, lines, panels, boxes,

housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and FM radio signals; and (2) transmitting to Owners of Lots in Paseos, and their heirs, personal representatives, successors and assigns such Owners, telecommunications via the MATV System (the facilities and equipment of which shall be owned and exclusively controlled by Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by Developer, its successors or assigns; provided, that they shall be uniformly applicable to the Owners or occupants of all Lots in Paseos; and (3) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of Developer's choice, the rights, privileges, and easements, and the obligations related thereto, of installing, constructing, and maintaining the MATV System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals received by or through such system.

Each Owner of any property in Paseos (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in Developer, its successors and assigns, pursuant to this Article X.

## XI 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 fifty (50) 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 signed by the then Owners of two-thirds (2/3) of the Lots 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 compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense 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 to the last known address of the person who appears as member or Owner on the records of the Association in seeking such enforcement.

**Section 3. 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 4. Amendment.** This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed 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.

**Section 5. Usage.** Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

**Section 6. Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of Palm Beach County, Florida.



EXHIBIT A  
ARCHITECTURAL PLANNING CRITERIA

WHEREAS, The Declaration of Covenants and Restrictions for Paseos as recorded in Official Records Book , at Pages through , of the Public Records of Palm Beach County, Florida, provides that Arvida Corporation (the "Developer"), a Delaware corporation, shall form a committee known as the Architectural Review Board (the "ARB"); and

WHEREAS, the above-referenced Declaration of Covenants and Restrictions for Paseos provides that the Board of Directors of Paseos Homeowners Association, Inc. (the "Association") on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Paseos, which criteria are to be set forth in writing and made known to all owners and prospective owners in Paseos.

NOW, THEREFORE, the Developer has appointed a committee to be known as the ARB, and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, and Restrictions for Paseos, the Board of Directors of the Association, upon recommendation of the ARB, does hereby adopt the following Architectural Planning Criteria:

1. **Application and Definitions.** The following words and/or terms, as used in these Architectural Planning Criteria, shall have the following meanings:

A. "North Paseos" shall mean and refer to Blocks 1 through 5, both inclusive, and Parcels H through T, both inclusive of Paseos, according to the record plat thereof.

B. "South Paseos" shall mean and refer to Blocks 6 through 8, both inclusive, and Parcels A through G, both inclusive of Paseos, according to the record plat thereof.

These Architectural Planning Criteria shall apply uniformly throughout Paseos except as otherwise specifically indicated.

2. **Building Type.** No building shall be erected, altered, placed or permitted to remain on any Lot in North Paseos other than one detached single-family dwelling containing not less than fifteen hundred (1,500) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. No building shall be erected, altered, placed or permitted to remain on any Lot in South Paseos other than one detached single-family dwelling containing not less than eighteen hundred (1,800) square feet of liveable enclosed floor area (exclusive of open or screen porches, terraces, garages and carports), not to exceed thirty-five (35) feet in height and having a private and enclosed garage (or carport, if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the ARB as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

3. **Layout.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARB. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

4. **Exterior Color Plan.** The ARB shall have final approval of all exterior color plans and each Owner must submit to the ARB a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARB shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for Paseos.

5. **Roofs.** Flat roofs shall not be permitted unless approved by the ARB. Such areas where flat roofs may be permitted are Florida rooms, porches or patios. There shall be no flat roofs on the entire main body of a building; provided that, the ARB shall have discretion to approve such roofs on part of

the main body of a building, particularly if modern or contemporary in design. No built-up roofs shall be permitted.

The composition of all pitched roofs shall be tile, cedar shake shingle, slate or concrete construction, or other composition approved by the ARB.

6. **Garages.** In addition to the requirements stated in Paragraph 1 hereinabove, all garages shall have a minimum width of twenty (20) feet for a two-car garage, thirty (30)-feet for a three-car garage, or forty (40) feet for a four-car garage; measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2), three (3), or four (4), individual overhead doors, each a minimum of eight (8) feet in width, and a service door. No carports will be permitted unless approved by the ARB.

7. **Driveway Construction.** All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. Unless prior approval is obtained from the ARB, all driveways must be constructed with concrete or asphalt. Where curbs are required to be broken for driveway entrances, the curb shall be repaired at the Lot owner's expense in a neat and orderly fashion acceptable to the ARB.

8. **Dwelling Quality.** The ARB shall have final approval of all exterior building materials. Eight-inch (or larger) concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the ARB. The ARB shall discourage the use of imitation material for facades and encourage the use of front materials such as brick, four or five-inch block, stone, wood, and stucco, or a combination of the foregoing.

9. **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 on any Lot(s) may place one 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 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.

10. **Games and Play Structures.** All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the ARB.

11. **Fences and Walls.** The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any.

12. **Landscaping.** A basic landscaping plan for each Lot must be submitted to and approved by the ARB. For each Lot in North Paseos, the landscape plan shall include a minimum expenditure of \$500.00 at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs or seed. For each Lot in South Paseos, the landscape plan shall include a minimum expenditure of \$1,500.00, at Builder's actual cost, for landscaping materials (excluding labor) other than sod, grass sprigs and seed. All Lots in South Paseos are required to have installed a standard underground sprinkler system which irrigates and maintains the entire Lot, including the portion of the Lot between the street pavement and the right-of-way line and/or the sidewalk. Sod shall be required in the front and side yards.

Seeding and/or sprigging will be allowed in the rear yard. It shall be the goal of the ARB in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

**13. Swimming Pools and Tennis Courts.** Any swimming pool or tennis court to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to, the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of the dwelling;
- C. No screening of pool area may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARB;
- D. Pool screening may not be visible from the street in front of the dwelling;
- E. Location and construction of tennis or badminton courts must be approved by ARB;
- F. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If one owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB. It shall be the intent of the ARB to screen any such use from public view.

**14. Garbage and Trash Containers.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary container and, except during pickup, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARB shall require to be constructed with each dwelling.

**15. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently, except that any Lot may be used by Developer as a sales office during the development of Paseos, or other developments by Developer in the same area.

**16. Removal of Trees.** In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No trees of two (2) inches in diameter at one (1) foot above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

**17. Window Air Conditioning Units.** No window or wall air conditioning units shall be permitted.

**18. Mailboxes.** No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, or newspapers or magazines or similar material shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the ARB. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each property owner, on the request of the ARB, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

**19. Sight Distance at Intersection.** No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line

connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a round property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

20. **Utility Connections.** Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

21. **ARB Reports.** The ARB's approval or disapproval as required in the foregoing Architectural Planning Criteria shall be delivered in writing to the Board of Directors of the Association and to the Lot Owner submitting same. In the event the ARB fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

This instrument prepared by and return to:  
LARRY E. SCHNER, ESQ.  
350 Camino Gardens Blvd., Suite 202  
Boca Raton, FL 33432

CFN 20150015071  
CR BK 27277 PG 0967  
RECORDED 01/14/2015 16:39:12  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0967 - 969; (3pgs)

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**AMENDMENT  
TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
PASEOS HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT is made this 5 day of November, 2014, by PASEOS HOMEOWNERS ASSOCIATION, INC., ("PASEOS") pursuant to the Declaration of Covenants and Restrictions recorded on August 16, 1976 in Official Record Book 2572, Page 207, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XI, Section 4 of the Declaration of Covenants and Restrictions ("Declaration") for PASEOS authorizes the Declarant to amend the Declaration upon the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for PASEOS.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Article VIII of the Declaration by adding Section 13 as follows: *(additions indicated by underline, deletions indicated by strikethrough)*

"Section 13. Leasing Restrictions. To avoid the transient environment that results when units are purchased for investment and leasing, and in order to secure a community of congenial residents and thus protect the value of the homes in the community, a unit may not be leased until an Owner has held title for a minimum of one (1) year. Without the prior written consent of the Association, no lease may be modified, amended, extended, or assigned, and any tenant or occupant may not assign his interest in such lease or sublet the Unit or any part thereof.

All leases of a unit must be in writing to a specific person or persons or single families, and shall be subject to the Declaration, the Articles, the Bylaws, and the Rules and Regulations of the Association. For purposes of this Section and the approvals herein required, any person(s) occupying a unit in the absence of the unit owner, or in the absence of an approved occupant or tenant, shall be deemed occupying the unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, a unit owner may from time to time permit guests to occupy his unit in his absence and



without consideration for periods not exceeding thirty (30) days in any twelve (12) month period as to any one guest, and such occupancy shall not be deemed a lease and shall not require the approval of the Association.

All prospective lessees shall make application to the Association and pay an application fee to defray costs in the amount of \$100.00 (or such greater amount as may be allowed by law) prior to the commencement of any lease term. The applicant shall provide the Association with all information requested by the Association, sign a release for a background check, and may be required to submit to an interview by the Board of Directors or its designated representatives. All prospective tenants shall be approved or denied within thirty (30) days of receipt of the application. After approval by the Association, as herein required, entire units but not less than entire units may be leased, provided occupancy is only by the lessee and his family and guests. No more than two (2) unrelated people shall be permitted to reside in a unit. Leasing of a unit shall be limited to one lease during any twelve-month period. All leases will be one year in duration. No lease shall be for a period of more than one (1) year. No residence may be subject to more than one lease in any twelve-month period. For purposes of determining when the lease period begins, the first day the lessee occupies the Unit pursuant to a particular lease shall be the first day of the twelve (12) month period.

All occupants are limited to two persons per room; a room is defined as a bedroom having windows, but not including a family room, media room, living room, or other designated room as provided on the original plans of the Unit.

Actions for damages, injunctive relief, eviction or removal of a lessee or guest for failure to comply with the Association documents may be brought by the Association against any lessee or guest after first giving the owner written notice of the problem and an opportunity to cure. An owner shall be responsible to inform his/her lessees and guests of the terms and provisions of the Association documents. An owner shall be jointly and severally liable for all acts or omissions of his/her lessees and guests and for all damages, costs, expenses and injuries caused by his/her lessees or guests resulting from the occupancy of the Unit by his/her lessees and guests. In the event a lessee or guest shall cause any damage or injury, or violate the terms and provisions of the Association documents, after first giving the owner written notice of the problem and an opportunity to cure, the Association shall be entitled to bring legal action to terminate the lease and evict the tenant and/or guest pursuant to Chapter 83, Florida Statutes, as well as recover damages. The Association shall also be permitted to recover from the owner and/or the lessee and/or guest, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such legal action, whether suit be brought or not, and through the appellate level. The remedies provided for herein shall be cumulative and in addition to any other remedy the Association may have against the owner or lessee or guest.

Further, any lease that has commenced prior to the effective date shall not be subject to this Section 13.

II. Except as amended and modified herein, all other terms and conditions of the Declaration for PASEOS shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of Owners holding not less than two-thirds (2/3) of the voting interests of the membership.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for PASEOS to be executed by the duly authorized officer, this 5 day of November, 2014.

WITNESSES:

Sindi Bass  
WITNESS  
Sindi Bass  
(Print name)

Drew Garrett  
WITNESS  
Drew Garrett  
(Print name)

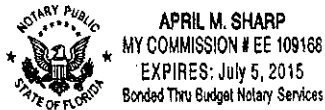
PASEOS HOMEOWNERS  
ASSOCIATION, INC.

BY: Rex Sims  
Rex Sims  
(Print Name and Title)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 5 day of November, 2014, by Rex Sims, President of Paseos Homeowners Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 5 day of November, 2014.



April M. Sharp  
Notary Public  
My commission expires: July 5, 2015