



HOMEOWNERS ASSOCIATION
ESCONDIDO WAY EAST, BOCA RATON, FLORIDA 33433

BY-LAWS
of
ESCONDIDO HOMEOWNERS ASSOCIATION, INC.
(A corporation Not for Profit.)

ARTICLE I

The name of the Corporation is Escondido Homeowners Association, Inc., a Florida corporation not for profit, hereafter referred to as the "Association". The principal office of the corporation shall be located at Escondido, Boca Raton Florida, but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

ARTICLE II

All terms herein which are defined in the Declaration of Covenants and Restrictions for Escondido shall be used herein with the same meaning as defined in said declaration.

ARTICLE III
Meetings of Members

SECTION 1. Annual Meeting

The annual meeting of the members shall be held on or before March 16th of each year.

SECTION 2. Special Meetings;

A minimum of one (1) special meetings will be held each year. Special meetings of the members may be called at any time by the President or by the Board by majority vote or upon written request of the members that are entitled to vote one-third (1/3) of all votes.

SECTION 3. Notice of Meetings

Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's last address appearing on the books of the Association, or supplied by such Member to the Association for the purpose of such notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum

The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half ($\frac{1}{2}$) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement of the meeting, until a quorum as aforesaid shall be present or represented.

SECTION 5. Proxies

At all meetings of members, each member may vote in person or by Proxy. All proxies shall be revocable and shall automatically cease upon conveyance by the member of his lot. All proxies shall be for a specific meeting only. All existing proxies are null and void with approval date of this amendment.

ARTICLE IV

Board of Directors, Selection, Term of Office

SECTION 1. Term of Office

At the annual meeting (March 1982), members shall elect nine (9) directors. Four (4) will be elected for a term of two (2) years and five (5) for a term of one (1) year.

At the annual meeting in March 1983, five (5) members will be elected for a term of two (2) years. At the annual meeting in March 1984, four (4) members will be elected for a term of two (2) years. Annually thereafter, directors will be elected for two (2) year terms. Five (5) directors in odd years; four (4) in even years.

SECTION 2. Removal

Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the balance of the fiscal year until the next election at which time a new director will be elected for the balance of term by the general membership.

SECTION 3. Compensation

No director or officer shall receive compensation for any services he/she may render for the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of duties.

SECTION 4. Action taken without a meeting.

The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of two-thirds (2/3) of the directors.

SECTION 5. Election

Election to the Board of Directors shall be by written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE V

Meetings of Directors

SECTION 1. Annual Meeting.

The annual meeting of the Board of Directors shall be held without notice immediately following the annual meeting of the members, at such place and hour as may be fixed from time to time by resolution of the board.

SECTION 2. Special Meetings

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors after not less than three (3) days notice to each director.

SECTION 3. Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors shall be regarded as the act of the Board.

ARTICLE VI

Powers and Duties of the Board of Directors

SECTION 1. Powers

The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Private Drives, Common Areas, and Lakes, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and right to use of the Common Areas and Lakes by a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors, and

SECTION 2. Duties

It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members, or at any special meeting when such statement is requested in writing by one-third (1/3) of members who are entitled to vote;
- (b) Supervise all officers and agents of this Association and see that their duties are properly performed.
- (c) (1) Fix the amount of the estimated annual assessment against each lot.
 (2) Send written notice of each assessment to every owner subject thereto at least fifteen (15) days in advance of each annual assessment period; and have the power to:
 (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay same.

- (d) Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and hazard insurance on property owned or controlled by the Association, or for which, in the opinion of a majority of the directors, it may be liable and should provide coverage.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause the Private Drives, Common Areas and Lakes to be maintained.

ARTICLE VII

Officers and their Duties

SECTION 1 Enumeration of Officers

The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Vice President, a Secretary, and a Treasurer, and such officers as the Board may from time to time by resolution create provided that they be selected from the Board.

SECTION 2. Election of Officers

The election of officers shall take place at the annual meeting of the Board of Directors following each annual meeting of the members.

SECTION 3. Term

The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise are disqualified to serve.

SECTION 4. Special Appointments

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

SECTION 5 Resignation and Removal

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the fiscal year only.

SECTION 7. Multiple Offices

The office of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

SECTION 8. Duties

The duties of the officers are as follows:

- (a) President. The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes.
- (b) Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.
- (c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board or by the Declaration.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disperse such funds as directed by resolution of the Board of Directors; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall with the Budget Committee prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each at least fifteen (15) days in advance at the time of official notice of the annual meeting, together with the amount of proposed assessment per lot owner. At the annual or special meeting the owners shall consider and enact the budget based upon a majority of unit owners present, provided a quorum exists.

SECTION 1. The Board of Directors may, upon determination of need, establish and appoint members to such Committees as it deems desirable; and all such Committees shall continue only until the next annual meeting of the Board of Directors. Unless otherwise provided herein - each Committee shall consist of a Chairperson and two or more members with the membership of each committee to include at least one (1) director. Any committee appointed and so empowered by the Board of Directors shall have the power to appoint sub-committees from among its membership, and may delegate to such sub-committee, any powers, duties and functions of that committee.

SECTION 2. In addition to such other duties as are delegated to a committee, each committee shall be obligated to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility and dispose of such to their committee, director or officers of the Association which are further concerned with the matter presented.

ARTICLE IX Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X Amendments to Articles of Incorporation, By-Laws and or the Declaration of the Covenants and Restrictions

SECTION 1. These By-Laws, Etc., may be amended only in the following manner:

- (a). Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (b). Approval of the amendment must be by two-thirds (2/3) of all the Board of Directors.
 - (1) In the event that any amendment carries at least four (4) "Yea" votes, the amendment must be submitted to the members in accordance with Article X, Section 4 of the Declaration.
- (c). A resolution proposing adoption of the amendment may be introduced by the Board of Directors. Directors and members not present in person or by proxy at the meeting considering the proposed amendment may express their approval or disapproval in writing to the Secretary of the Association provided the same is done prior to the meeting.
- (d). Approval of the amendment must be by two-thirds (2/3) of all the membership.
- (e). Provided, however that no amendment shall discriminate against any homeowner nor against any home or class or group of homeowners.

ARTICLE XI

The fiscal year shall begin on the first day of April and end on the last day of March.

ARTICLE XII

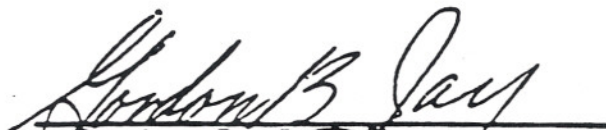
Reports and Notices to Mortgagees


A holder of a first mortgage on a Lot will, upon request, be entitled to:

- (a). Inspect the books and records of the Association during normal business hours;
- (b). Receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association;
- (c). Receive written notice of all meetings of the Board of Directors or members; and
- (d). Designate a representative to attend all such meetings.

CERTIFICATE

The FOREGOING were adopted as the By-Laws of Escondido Homeowners Association, Inc., a Florida Corporation not for profit at a Special Meeting of the Board of Directors held on February 1st, 1982.


Gordon B. Jay, President


Vice President

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

ESCONDIDO

THIS DECLARATION is made this 20th day of July, 1977, by YUSEM PROPERTIES, LTD., a Florida limited partnership and YURIC ASSOCIATES, a partnership (hereinafter collectively called "Developer"), which declares that the real property described in Exhibit "A" (hereinafter called "ESCONDIDO"), is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE 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 ESCONDIDO HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit.

(b) "Developer" shall mean and refer to YUSEM PROPERTIES, LTD. and YURIC ASSOCIATES, their successors or assigns (in whole or in part), if any such successor or assign acquires any undeveloped portion of ESCONDIDO from the Developer for the purpose of development and is designated as a successor or assign by YUSEM PROPERTIES, LTD. or YURIC ASSOCIATES, of all or any of the rights of the Developer hereunder.

(c) "ESCONDIDO" or "Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplement Declaration under the provisions of Article II hereof, and shall include the real property described in Exhibit "A" hereof.

(d) "Lot" shall mean and refer to any lot or other parcel in ESCONDIDO on which a residential structure could be constructed, whether or not one in fact 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 the Developer.

THIS INSTRUMENT PREPARED BY:

JEFFREY A. DEUTCH, ESQ.

BROAD AND CASSEL

1108 Kane Concourse

Bay Harbor Islands, Florida 33154

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(f) "Lakes" shall mean and refer to the lakes which may be created upon the property described in Exhibit "A" and as may be shown on the various future plats of property within ESCONDIDO.

(g) "Lakeside Areas" shall mean the area, if any, directly adjacent to any Lake, between the water's edge and the rear lot line and between the theoretical extension to the water's edge of the side lot lines as shown on any plat of property within ESCONDIDO.

(h) "Common Areas" shall mean and refer to such parks, boat ramps, docks, bicycle paths, and other improvements that may be designated as common areas on plats of ESCONDIDO.

(i) "Private Drive" shall mean and refer to the common access easements over those tracts shown as streets on plats of ESCONDIDO and shall include all street lights, street signs, and traffic control signs.

ARTICLE II

Property Subject to this Declaration; Additions Thereto, Delections 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 Property platted or unplatted, legally described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Platting and Subdivision Restrictions. The Developer shall be entitled, at any time and from time to time, to plat all or any part or parts of the Property, to file Subdivision Restrictions and/or Amendments thereto with respect to any undeveloped portion or portions of the Property, to form separate Associations for all or a part of the Property, and in all respects shall not be restricted hereby except as expressly provided herein.

Section 3. Developer's Right to Add Additional Property to or to Withdraw Property from ESCONDIDO. The Developer shall have the right, in its sole discretion, to add additional property to or to withdraw property from ESCONDIDO. Any such property shall have no residential structures on it at the time it is added, withdrawn, or altered. Any enclosure of ESCONDIDO maintained by the Association will be relocated by the Developer to reflect such addition or withdrawal.

ARTICLE III

Property Rights

Section 1. Title to the Lakes and Lakeside Areas. At its election, the Developer may retain the legal title to the Lakes and Lakeside Areas or any part or parts of the Lakes and Lakeside Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Lakes and Lakeside Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 2. Title to Common Areas. At its election, the Developer may retain the legal title to all or any part of the Private Drives and Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, at which time the Developer shall convey (by special warranty deed) the Private Drives and Common Areas to the Association, subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

Section 3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Private Drives and Common Areas and shall have a further right and easement of enjoyment over the Common Areas only, in and to the Lakes. Each Owner of a Lot adjoining the Lakes shall have a right and easement of enjoyment in and to that portion of the Lakeside Areas which lie between the theoretical extension of the water's edge of such Owner's side lot lines. All of the rights and easements described herein shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) 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.

(b) Rules and regulations adopted by the Association governing use and enjoyment of the Common Areas, Private Drives and Lakes.

(c) Restrictions contained on any and all plats of all or any part of the Lakes or filed separately with respect to all or any part or parts of the Property.

(d) The right of the Association to take such steps as are reasonably necessary to protect the Property against foreclosure.

ARTICLE IV

Maintenance

Section 1. Lakes and Lakeside Areas. The Association shall have the obligation to maintain the Lakes in good condition and is hereby granted an easement over Lots and Lakeside Areas abutting the Lakes for such purpose. The Owners of Lots abutting the Lakes shall have the obligation to maintain the Lakeside Areas according to maintenance standards determined from time to time by the Association. Such maintenance shall include, but shall not be limited to, the prevention and correction of erosion, the planting and cutting of grass and the removal of litter. In the event the Owners obligated for such maintenance do not in the opinion of the Association provide proper maintenance, then the Association shall have the right to provide for such maintenance and charge the Owner or Owners obligated for such maintenance as a special assessment to cover the cost of such maintenance.

Section 2. Gatehouse and Entranceway. The Association shall have the obligation to maintain the gatehouse and any malls, signs, and/or walls which constitute any entranceway to ESCONDIDO from public streets. The gatehouse and all of such malls, signs and walls shall be deemed Common Areas.

Section 3. Enclosures, Berms, Walls, etc. All berms, walls or other devices used to enclose ESCONDIDO from adjoining lands and public streets shall be maintained by the Association. To the extent that such berms, walls or other enclosures may encroach over the boundary lines of Lots, such encroachments are hereby permitted and an easement for such encroachment is hereby created. Notwithstanding such possible encroachments, Lot Owners are prohibited from performing any maintenance on such enclosures and are further prohibited from altering, modifying or in any way changing such berms, walls, or other devices, it being the intention of the Developer that all maintenance be performed in a uniform manner exclusively by the Association and that such devices retain a uniform appearance.

Section 4. Private Drives and Common Areas. The Association shall at all times maintain the Private Drives and Common Areas in good condition and repair.

ARTICLE V

Exterior Maintenance

In the event an Owner of any Lot in ESCONDIDO shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI
Membership and Voting Rights in the Association

Section 1. Membership. All persons or entities who are record Owners of Lots and the Developer (at all times as long as it owns any property subject to this Declaration or has the right to appoint a Director of the Association) shall be Members of the Association, provided that any such person or entity who holds such interest merely as a 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 Incorporation of the Association.

ARTICLE VII

Covenants for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Developer, for each Lot owned by it within ESCONDIDO, 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 purchasers at a judicial sale, but not, however, any holder of any mortgage to which the assessed lien is subordinate, as provided hereafter, shall hereafter be deemed to covenant and agree to pay to the Association (a) any annual assessments or charges, and (b) 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 shall be a charge on the land, shall be a continuing lien upon the property against which each such assessment is made, and shall be a continuing personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Private Drives, Common Areas and/or Lakes.

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 ESCONDIDO, and in particular for the improvement and maintenance of the Common Areas, Private Drives and Lakes, for landscaping, and for other community improvements on boundaries or in rights of way (including maintenance of the gatehouse), including, but not limited to, the costs of taxes, insurance, labor, equipment, materials, management, maintenance, and supervision thereof, as well as for such other purposes

as are permissible activities of the Association and are undertaken by it.

Section 3. Determination of Assessments and Special Assessments. The Board of Directors of the Association shall fix the annual assessments which shall be an amount 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. In addition to the annual assessments the Board of Directors of 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, repair or replacement of a capital improvement including fixtures and personal property related thereto; provided that from and after the time when the Developer owns no Lots in ESCONDIDO any such assessment shall first be authorized by a vote of two-thirds of the members of the Association.

Section 4. Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot; provided, however that, until such time as the Developer owns no Lots in ESCONDIDO, the Developer may elect to have the maintenance costs attributable to the unsold Lots owned by the Developer calculated as follows: the total amounts charged for common expenses to Lot Owners who have taken title to same will be deducted from the total common expenses as incurred by the Association, and the difference shall be the contribution of the Developer to cover the common expenses for the unsold Lots. Developer's election under this paragraph shall be made prior to the year for which assessments are payable and shall be effective only for the year for which the election is made. In subsequent years, Developer may, at its option, make the election provided herein. The decision of Developer to elect or not elect under this paragraph for any one year shall not affect its right to make the election in future years.

Section 5. Date of Commencement of Assessments; Due Dates. The assessments provided for herein 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 assessment. The assessments shall be payable in advance in quarterly installments, or, in monthly or annual installments, if so determined by the Board of Directors of the Association.

Section 6. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period; and shall, at that

time, prepare a roster of the properties 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. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven 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 7. Effect of Non-Payment of Assessment; The Lien; Personal Obligation; Remedies of Association. If an assessment is not paid on the date due, such assessment shall then become delinquent, and there shall be added to the delinquent assessment interest at the rate of 10% per annum plus a late charge of \$10.00. If the assessment is not paid within 30 days after the due date, the Board of Directors at its discretion, may, upon five days' notice, declare due and payable all assessments applicable to that Owner's Lot for the year in which the delinquency occurs. The assessment when due, the late charge, the interest charge when imposed, and the accelerated assessment for the year, if and when such assessments are accelerated, shall become a continuing lien on the Lot that shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment was levied.

If the assessment is not paid within 30 days after the due date, the Association may at any time thereafter (whether or not assessments for the year are accelerated) bring an action to foreclose the lien against the Lot in like manner to a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such assessment all costs of preparing and filing the complaint in such action, all court costs, attorneys' fees and other legal expenses and costs of collection, including attorney's fees in connection with any appellate proceedings arising out of any suit for collection or enforcement. In the event a judgment is obtained, such judgment shall include interest on the assessment (including all costs as described in the preceding sentence) from the date such action is filed.

Section 8. Subordination of Lien to Mortgages. The lien of the assessments provided for herein, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first

mortgage to a bank, federal or state savings and loan association, life insurance company or real estate investment trust. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or 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 assessment lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 9. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the assessments, charges, or liens created herein if such property 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 Areas, Private Drives and Lakes; and

(c) All properties 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 land or improvements devoted to dwelling or related use shall be exempt from said assessments, charges, or liens.

ARTICLE VIII

Architectural Control

Section 1. Submission and Approval of Plans. No building, fence, wall, swimming pool, boat house, dock, aerial, antenna, bulkhead, sewer, drain disposal system, paving, or other structure or improvement of any kind shall be commenced, erected, placed, or maintained upon any land in ESCONDIDO, nor shall any addition to, or change or alteration therein, including but not limited to exterior paint and stain, be made, until the plans, specifications, and location of same (hereinafter referred to as the "Plans") shall have been submitted to the Architectural Control Committee of Escondido Homeowners Association, Inc., (hereinafter referred to as "ACC"), and shall have been approved in writing by the ACC.

Section 2. Procedure. The ACC shall have sixty (60) days after receipt of a full and complete submission in which to approve or disapprove the Plans. A disapproval by the ACC of the Plans in writing within the sixty day period shall be conclusive disapproval of the addition, change, improvement or alteration. Failure of the ACC to approve or disapprove of the Plans within the sixty day period shall be deemed approval by the ACC of the Plans.

Section 3. Criteria.

(a) The ACC shall adopt criteria from time to time for making decisions relating to approval or disapproval of Plans submitted. Such criteria may be amended from time to time by the ACC. Each Lot Owner, his heirs, successors and assigns, (by acceptance of a deed for his Lot, whether or not it shall be so expressed in any such deed or other conveyance) shall be bound by such criteria or any amendments or revisions thereof, notwithstanding the fact that such criteria, amendments or revisions are adopted after the Lot Owner purchases his Lot.

(b) Such criteria may include but shall not be limited to considerations as to size, style, color, conformity of design, location, relationship with surrounding structures, impact on neighboring Lots, aesthetic qualities and quality of construction.

(c) It is intended that the ACC have flexibility in determining criteria based on the existing structures at the time the members of the ACC are sitting; provided, however, that no amendments or revision of the criteria shall be applicable to a request for approval of an addition, change, improvement or alteration received by the ACC prior to the adoption of such amendment or revision.

(d) All submissions to the ACC shall be considered on an individual basis. The fact that an identical or similar submission may have been approved or disapproved by the ACC may be considered by the ACC, but such prior determination shall not be binding on the ACC with respect to its decision on any pending submission.

Section 4. Compliance with Law. Even though such addition, change, improvement or alteration has been approved, it shall conform to the applicable laws and codes then in effect promulgated by Palm Beach County, Florida or its successor.

ARTICLE IX

Rules, Regulations and Restrictions

Section 1. Rules and Regulations. Every Owner's use and

enjoyment of his Lot shall be subject to such rules, regulations and restrictions as are adopted by the Board of Directors of the Association with respect to the use by an Owner of his Lot.

Section 2. Restrictions; Covenants Running with the Land.

The agreements, covenants, and conditions and restrictions set forth in the attached Exhibit "B" are incorporated herein and made a part hereof as if fully set forth herein and shall constitute an easement and servitude in and upon the lands described in Article II and every part thereof, and they shall run with the land and shall inure to the benefit of and be enforceable by the Developer and/or the Association and/or the Owner(s) and failure to enforce any building restrictions, covenants, conditions, obligations, reservations, rights, powers, or charge hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce as aforesaid thereafter as to the same breach or violation occurring prior or subsequent thereto. Failure to enforce same shall not, however, give rise to any liability on the part of Developer and/or Association with respect to parties aggrieved by such failure.

Section 3. Remedies for Violation. Violation or breach of any condition, restriction or covenant 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, restrictions, or covenants, 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 restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or Association in seeking such enforcement. The invalidation by any court of any of the restrictions herein contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

Section 4. Transaction of Business by Developer. Transaction of Business by Developer. Notwithstanding any other provision in this Declaration, the Developer is irrevocably empowered to sell, lease, or rent Lots on any terms to any purchasers or lessees for as long as it owns any Lots. The Developer shall have the right to transact any business necessary to consummate sales of said Lots, including but not limited to the right to maintain and use models and sales areas, have signs, have employees in the offices, use the Private Drives, Common Areas and Lakes, and show Lots. Sales office signs and all items pertaining to sales shall not be considered property of the Association and shall remain the property of the Developer.

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 21 years from the date hereof, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument, signed by the then Owners of two-thirds of the Lots, has been recorded in which the Owners agree to terminate said covenants and restrictions in whole or in part.

Section 2. Notices. Any notices 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, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidity of any one of these covenants or 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 two-thirds of the voting interests of each class of the Membership. However, so long as the Developer is the Owner of any Lot or any property affected by this Declaration or Amendment, or is authorized to appoint a Director of the Association, the Developer's consent must be obtained. The Developer shall have the right at any time within five years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgagee enjoying such protection, the Developer, and the County Attorney of Palm Beach County, if he determines his consent to be necessary.

Section 5. Effective Date. This Declaration shall become effective upon recordation of this Declaration in the Public Records of Palm Beach County, Florida.

Section 6. Cause of Action. The failure of any Lot

Owner to comply with the provisions of this Declaration, and By-Laws and Articles of Incorporation of this Association will give rise to a cause of action in the Association and any aggrieved Lot Owner for the recovery of damages, or for injunctive relief, or both.

This Declaration of Covenants and Restrictions is executed on the date first above set forth.

YUSEM PROPERTIES, LTD.,
a Florida limited partnership

By 
HENRY H. YUSEM, General Partner

YURIC ASSOCIATES, a partnership
by its general partners:

YUSEM PROPERTIES, LTD., a Florida
limited partnership

By 
HENRY H. YUSEM, General Partner

General partner:

YURIC INVESTORS COMPANY, a New York
limited partnership

By: ENTERPRISE PHILADELPHIA CORPORATION,
a Delaware corporation, its General Partner

By 
STEPHEN RATTNER, Authorized Agent

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

The foregoing instrument was acknowledged before me this 26th
day of July, 1977, by HENRY H. YUSEM, General Partner, on behalf of YUSEM
PROPERTIES, LTD., a Florida limited partnership.


Notary Public, State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Oct. 16, 1973

PALM BEACH REC 2720 PAGE 1606



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

BEFORE ME, the undersigned authority, personally appeared:

1. HENRY H. YUSEM, to me well known, and known by me to be the individual described in and who executed the foregoing document as General Partner of the above-named YUSEM PROPERTIES, LTD., a Florida limited partnership, as General Partner of YURIC ASSOCIATES, a Florida partnership.

2. STEPHEN RATTNER, to me well known, and known by me to be the individual described in and who executed the foregoing document as Authorized Agent of ENTERPRISE PHILADELPHIA CORPORATION, a Delaware corporation, as General Partner of YURIC INVESTORS COMPANY, a New York limited partnership, as General Partner of YURIC ASSOCIATES, a Florida partnership; that they were duly authorized by YURIC ASSOCIATES to execute said document and that said document is the free act and deed of said YURIC ASSOCIATES.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal this 21st day of July, 1977, in the State and County aforesaid.

Ann Battaglia
Notary Public, State of Florida at Large

My Commission Expires: Notary Public, State of Florida at Large
 My Commission Expires Oct. 16, 1978



PALM OFF 2720 PAGE 1607
BEACH REC

LEGAL DESCRIPTION

All of ESCONDIDO AT BOCA RATON, PLAT NO. 1,
according to the Plat thereof, recorded in
Plat Book 32, page 88, of the Public Records
of Palm Beach County, Florida,

-AND-

All of ESCONDIDO AT BOCA RATON, PLAT NO. 2,
according to the Plat thereof, recorded in
Plat Book 32, page 172, of the Public Records
of Palm Beach County, Florida.

PALM CFF
BEACH REC 2720 PAGE 1608

EXHIBIT "A"

USE RESTRICTIONS

Section 1. Land Use. No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed three stores in height. No more than one family may occupy a dwelling withint ESCONDIDO.

Section 2. Dwellings. No foundation for a building shall be poured, nor shall construction commence in any manner or respect until the plans and specifications of the building shall have been reviewed and approved in writing by the ACC. In no event will the ACC approve plans and specifications for a building of lesser size or quality than those built by the Developer

Section 3. Leases of Dwellings. No dwelling withint ESCONDIDO shall be leased by the Owner thereof without the prior written approval of the Asssociation. An Owner who desires to lease a dwelling within ESCONDIDO shall submit to the Association such information as the Association may require pertinent to the proposed tenant and the proposed terms of the lease. The information required by the Association shall be submitted on such forms as the Association may from time to time prescribe and shall be accompanied with a fee of not less than Fifty Dollars (\$50.00) to reimburse the Association for its efforts regarding the proposed lease. In no event shall a lease of a dwelling be for a term of less than six months. All such leases shall contain a specific acknowledgment by the tenant that the occupancy of the dwelling shall be subject to the Declaration of Covenants and Restrictions of ESCONDIDO. Within sixty (60) days from its receipt of all required information, the Association shall grant in writing, its approval or disapproval of the proposed lease. Failure of the Association to decide within the sixty-day period shall be deemed an approval of the lease.

Section 4. 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 Private Drive, Common Area, Lake or Lot without the written consent of the ACC.

Section 5. Docks, Boathouses, Waterfront, Construction, Boats and Shore Contours. No docks, bulkheads, mooring, piling, boathouses, or boat shelters of any kind or any other construction, shall be erected on or over waterways without the written approval of the Association. Shoreline contours above or below water may not be changed without the written approval of the Developer. No Lot shall be increased in size by filling in the waters on which it abuts. No vessel or boat shall be anchored offshore in any of the waterways

adjacent to any Lot without prior written approval of the Association. No boathouse shall be constructed on or adjacent to any of the waterfront properties subject to these restrictions, nor shall any boat canal be dug or excavated in any of the waterfront properties without the same being approved by the Association. The Lakes in ESCONDIDO shall not be used or navigated by anyone who is not an owner, lessee, or occupant of ESCONDIDO or a guest or member of the family of such owner, lessee or occupant. No motor powered boats of any kind shall be kept or used on waters subject to these restrictions on any waters within ESCONDIDO, except such motor powered boats as may be necessary in connection with the maintenance of the Lakes by the Association.

Section 6. Lot Size. No Lot shall be divided or resubdivided unless both portions of said Lot are used to increase the size of the adjacent Lots, as platted.

Section 7. Drainage. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property with respect to natural runoff of rainwater.

Section 8. Nuisance and Trespassing. Nothing shall be done on any Lake, Private Drive, Common Area or Lot which may be or may become an annoyance or nuisance to the neighborhood. The Board of Directors shall have the authority to have any unauthorized person or vehicle arrested or removed from the Lakes, Private Drives and/or Common Areas.

Section 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.

The size and design of all signs shall be subject to approval by the Association. It is the intent and purpose of the provision that all sales or rentals shall take place via authorized and appropriate real estate agencies approved by the Developer, or by means of private classified or other type advertising which shall not involve the posting of a sign on the premises or the Lot.

Section 10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 11. Livestock and Poultry. 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 they are not kept, bred or maintained for any commercial purpose, and provided further, that in no event shall more than an aggregate of two (2) household pets, such as dogs or cats, be kept on any Lot. This limitation shall not apply to such pets as goldfish or tropical fish or birds. If any pets shall become an annoyance or nuisance to the neighborhood, the Association may, in its discretion, order that such pets be removed from ESCONDIDO.

Section 12. Waste and Rubbish Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. Sanitary containers shall be used for storage of all such material. Notwithstanding the foregoing, during the construction period, this provision shall not apply to the Developer.

Section 13. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 14. Commercial Trucks, Trailers and Boats. In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, boat trailers or trailers of any other description, shall be permitted to be parked or to be stored at any place on any Lot in this subdivision (other than within a garage) except during periods of approved construction on said Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services.

Despite this provision, the Association may, from time to time, approve the storage of boats outside of a garage, provided that said boats are stored on terms satisfactory to the Association and consistent with the high standards of residential appearance desired for ESCONDIDO.

Section 15. Games and Play Structures. No basketball backboards, other fixed games and play structures, dog house, playhouse, or structure of a similar kind or nature shall be constructed on any part of a Lot without the prior approval of the Association.

Section 16. Fuel Storage Tanks. No fuel or gas storage tanks may be permitted above ground on any residential Lot. All such tanks must be installed completely underground.

Section 17. Weeds, Fill, Dumping, Etc. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot. No refuse pile or unsightly objects shall be allowed to be placed or remain on any Lot. No dumping of or removal of fill shall be permitted except during the construction upon a Lot of buildings approved by the Association. If an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growth or objects, or if the Owner shall dump or remove fill, then the Association may enter upon the Lot and remove the same or replace any fill at the expense of the Owner, and such entry shall not be deemed a trespass.

Section 18. Sales by Developer. Notwithstanding any of the provisions of the Declaration to the contrary, the Developer shall be permitted to maintain models and a sales area so long as the Developer owns Lots within ESCONDIDO.

PALM OFF
BEACH REC 2720 PAGE 1612

Record Verified
Palm Beach County, Fla
John D. Dunkle
Clerk Circuit Court

AMENDMENTS AND ADDITIONS TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
ESCONDIDO

At the 1982 Annual meeting of the Owners, the following amendments and additions were made to the Declaration of Covenants and Restrictions for Escondido, with over two-thirds of the voting interest of each class voting for said changes.

ESCONDIDO HOMEOWNERS ASSOCIATION, INC.

By: Louis Miller
Vice President

Attested: Burtan Zuckerman
Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

On this 4 day of February, 1983, before me personally appeared Louis Miller and Burtan Zuckerman, Vice President and Secretary respectively of ESCONDIDO HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who, being by me duly sworn, did say they are the officers of said corporation, duly organized under the laws of the State of Florida; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was executed on behalf of the corporation by authority of its Board of Directors, and they acknowledged the instrument to be the free act and deed of said corporation.

WITNESS my hand and official seal at Dover, N.C., the County and State and the day and year first above written.

Florida H. Browning
Notary Public
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 2/28/83
EXPIRATION 2/28/83

ARTICLE VII
Covenants for Maintenance Assessment

Section 4. Rate of Assessment

Amendment
and
Addition

- (a). All regular and special assessments shall be at a uniform rate for each Lot.
- (b). The yearly budget and yearly regular assessment shall be limited to an increase of ten percent (10%) over the previous year. Anything in excess of the ten percent (10%) must be approved by no less than two-thirds (2/3) of the Lot owners. Failure to secure the two-thirds (2/3) approval will cap the budget and annual assessment to the ten percent (10%) limit.

- (c). Emergency expenditures for items not included in the annual Budget for the year shall be limited to three thousand dollars (\$3,000.00) unless approved by a written vote of two-thirds (2/3) of the Lot owners.
- (d). Capital Expenditures not provided for in the Budget must be approved by two-thirds (2/3) of the Lot owners.

ARTICLE VIII Architectural Control

Sections 1 & 2
are deleted

New Sections 1 & 2

Section 1. New Construction

All plans for new construction shall be submitted in duplicate and shall include the following: Address and legal description; Plot plan; Elevation; Landscaping plan showing type and size of proposed landscaping and proposed color of outside walls and trim

All plans will be considered on an individual basis, but in general, the following criteria will be adhered to:

- a. Minimum air conditioned living area of 2,000 s.f.
- b. Attached 2 car garage.
- c. Architecture and color scheme compatible with neighboring houses.
- d. Roof construction to be of material and color compatible with neighboring houses.
- e. Overhangs shall be 2'0" minimum.
- f. All lawns and landscaping shall be provided with an underground sprinkler system.

Plans are to be submitted sixty (60) days prior to the start of construction. Every effort will be expended to expedite consideration of the submission and builders are invited to discuss preliminary plans with the Architectural Control Committee to identify any problem areas.

Section 2. Alterations, additions, fences, pools, etc.

There being an infinite number of possible additions and alterations, no specific guidelines are included for this category. However the A.C.C. requires two (2) sets of plans showing the nature of the proposed construction and sufficient information for the Committee to determine its impact and compatibility upon the community. This information may include such items as color, material types, fence heights, landscaping, etc., etc., as may be relevant. The Committee reserves the right to request additional information and will make every effort to consider the plans for approval within sixty (60) days after receipt of all requested information.

USE RESTRICTIONS

Section 3. Leases of Dwellings.

Underlined
added.

No dwelling within Escondido shall be leased by the Owner thereof without the prior written approval of the Association. An Owner who desires to lease a dwelling within Escondido shall submit to the Association such information as the Association may require pertinent to the proposed tenant and the proposed terms of the lease. The information required by the Association shall be submitted on such forms as the Association may from time to time prescribe and shall be accompanied with a fee of not less than Fifty Dollars (\$50.00) to reimburse the Association for its efforts regarding the proposed lease. In addition, the Owner is required to pay the maintenance fees for the property, one year in advance. (This will be at the rate applicable at the time the property is to be leased. In the event the assessment amount is increased anytime during the year, the amount of the increase will be due from the Owner.) In no event shall a lease of a dwelling be for a term of less than six months. All such leases shall contain a specific acknowledgment by the tenant that the occupancy of the dwelling shall be subject to the Declaration of Covenants and Restrictions of Escondido. Within sixty (60) days from its receipt of all required information, the Association shall grant in writing, its approval or disapproval of the proposed lease. Failure of the Association to decide within the sixty-day period shall be deemed an approval of the lease.

Section 11. Livestock, Poultry and Pets.

Underlined
added.

No animals, livestock, poultry or animals of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, and provided further, that in no event shall more than an aggregate of two (2) household pets, such as dogs or cats be kept on any Lot. This limitation shall not apply to such pets as goldfish or tropical fish or birds. Dogs shall be walked on a leash, in the gutter and it shall be the responsibility of the pet owner to remove fecus from any area of Escondido. If any pets shall become an annoyance or a nuisance to the neighborhood, the Association may in its discretion, order that such pets be removed from Escondido.

Section 19. Garage or Yard Sales.

New

In the interest of maintaining the security of Escondido, garage or yard sales that are open to the public are prohibited.

Section 20. Open House Advertising.

New

Homeowners are not permitted to advertise an "Open House" nor allow a realtor to advertise an "Open House" or hold an "Open House" for the purpose of promoting the sale of their home or any real property.

Section 21. Parking of Vehicles.

New

Parking homeowner's motor vehicles on the grass between the street and sidewalk (swale) is prohibited.

AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
OF ESCONDIDO

WHEREAS, ESCONDIDO HOMEOWNERS ASSOCIATION, INC., desires to amend the Declaration of Covenants and Restrictions recorded in Official Records Book 2720, Page 1595, of the Public Records of Palm Beach County, Florida; and

WHEREAS, ESCONDIDO HOMEOWNERS ASSOCIATION, INC., desires to strengthen the remedies available to it for violations of the Declaration, Articles of Incorporation and By-Laws respecting the property described as follows:

All of ESCONDIDO AT BOCA RATON PLAT NO. 1, according to the Plat thereof, recorded in Plat Book 32, Pages 88 and of the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, the Declaration of Covenants and Restrictions are amended as follows:

1. The following shall replace Article V, of the Declaration of Covenants and Restrictions:

ARTICLE V
EXTERIOR MAINTENANCE

Section 1. Remedies for Noncompliance. In the event of the failure of an Owner to maintain or cause to be maintained, his Improvements and Lot in accordance with the Declaration of Covenants and Restrictions and to the satisfaction of the Board of Directors, the Homeowner's Association shall have the right (but not the obligation), upon five (5) days' prior written notice to the Owner at the address last appearing in the records of the Association, to enter upon the Owner's Lot and perform such work as is necessary to bring the Lot or Improvement, as applicable, into compliance with the standards set forth in this Article. Such work may include, but shall not necessarily be limited to, the cutting or trimming of grass, trees and shrubs; the removal (by spraying or otherwise) of weeds and other vegetation; the resodding or replanting of grass, trees or shrubs, the repainting or restaining of exterior surfaces of an Improvement, the repair of walls, fences, roofs, doors, windows and other portion of Improvements on a Lot, and such other remedial work as is judged necessary by the Board of Directors. The remedies provided for herein shall be cumulative with all other remedies available under this Declaration or other applicable covenants or deed restrictions (including, without limitation, the imposition of fines or Special Assessments or the filing of legal or equitable actions). However no action will be taken without the affirmative vote of 2/3 majority of Directors present at the meeting at which the vote is taken.

Section 2. Cost of Remedial Work; Surcharges. In the event that the Homeowner's Association performs any remedial work on an improvement or Lot pursuant to this Article or any other applicable covenants or deed restrictions, the costs and expenses thereof shall be deemed a Special Assessment against the Lot and Improvements of the owner who was in violation of the ByLaws, rules, regulations, use restrictions, and/or the Declaration. Such assessment may be immediately imposed by the Board of Directors of the Association upon an affirmative vote of the Board of Directors. On order to discourage Owners from abandoning certain duties

HOLLY GAYLE GERSHON
ATTORNEY AT LAW
1400 WEST PALMETTO PARK ROAD
SUITE 435
BOCA RATON, FLORIDA 33486

Enclosed & Return

hereunder for the purpose of forcing one of the aforesaid entities to assume same, and, additionally, to reimburse same for administrative expenses incurred, the applicable entity may impose a surcharge of not more than thirty-five (35%) percent of the cost of the applicable remedial work, such surcharge to be a part of the aforesaid Special Assessment. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Board of Directors in its sole discretion.

All special assessments shall be collected in the same manner as set forth for the collection of assessments in Article VII herein.

Section 3. Right of Entry. There is hereby created an easement in favor of the Homeowner's Association, its agents, officers, directors or duly appointed representative over each Lot for the purpose of entering onto the Lot in the performance of the work herein described, provided that the notice requirements of this Article are complied with and any such entry is during reasonable hours.

2. The following shall be added to the Declaration:

ARTICLE VII(a)

COMPLIANCE AND ENFORCEMENT

Section 1. Compliance by Owners. Every Owner and its tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all rules and regulations adopted by the Homeowners Association as contemplated herein as well as the covenants, conditions and restrictions of this Declaration.

Section 2. Enforcement. Failure to comply with any of such rules or regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof.

Section 3. Fines. In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Homeowner's Association, a fine or fines may be imposed upon an Owner for failure of an Owner to comply with this Declaration or with any rules or regulations, provided the following procedures are adhered to:

(a) Notice: The Homeowners Association shall notify the Owner of the infraction or infractions in accordance with the provisions of the By-Laws, included in the Notice shall be the date and time of a special meeting of the Board of Directors acting as the Tribunal at which time the Owner shall present reasons why fines should not be imposed.

(b) Hearing: The non-compliance shall be presented to the Board of Directors acting as the Tribunal after which the Board of Directors shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the provisions of the By-Laws. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses. If the impartiality of the Board is questioned by the Owner, the Board shall appoint three (3) impartial Members to act as a Tribunal which shall perform the functions described in this paragraph.

(c) Amount of Fines: The Board of Directors (if its or such Tribunal's findings are made against the Owner) may impose Special Assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: A fine not in excess of ONE HUNDRED AND 00/100 (\$100.000) DOLLARS.

(2) Second non-compliance or violation: A fine not in excess of FIVE HUNDRED AND 00/100 (\$500.00) DOLLARS.

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: A fine not in excess of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS.

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of fines: As to Owners, fines shall be treated as a Special Assessment subject to the provisions for the collection of Assessments as set forth in Article VII herein.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Homeowner's Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Homeowner's Association may otherwise be entitled to recover by law from such Owner.

3. In the event of any conflict between the Declaration and this amendment the terms of this amendment shall control. All other provisions of the Declaration not affected by this amendment shall remain in full force and effect.

4. The aproval and consent of the members is attached hereto and made apart hereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers this 10TH day of December, 1996.

2/10 FEBRUARY, 1997 ~~1996~~

ESCONDIDO HOMEOWNER'S ASSOCIATION, INC.

BY: Thomas Gallagher Pres.
Thomas Gallagher President

ATTEST: Holly Haverman
Holly Haverman Secretary

Signed, Sealed and Delivered
in the presence of:

Barbara A. Paul
Barbara A. Paul

Alvin M. Meyers
Alvin M. Meyers.

STATE OF FLORIDA)
COUNTY OF PALM BEACH)
SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Thomas Gallagher and Holly Haverman, well known to me to be the President and Secretary respectively of ESCONDIDO HOMEOWNER'S ASSOCIATION, INC., named in the foregoing instrument, and that they severally acknowledged executing the same under

ORB 9661 Pg 1578
DOROTHY H. WILKEN, CLERK PB COU

ity vested in them by said corporation and that the seal
thereto is the true corporate seal of said corporation.
upon the following form of identification for the above
personally known.

WITNESS my hand and official seal in the County and State
foresaid this 10th day of ~~December~~, 1997.
February

Barbara A. Paul

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Barbara A Paul
My Commission CC572733
Expires Sep. 27. 2000

AMENDMENT TO BY-LAWS OF
ESCONDIDO HOMEOWNER'S ASSOCIATION, INC.

WHEREAS, ESCONDIDO HOMEOWNER'S ASSOCIATION, INC., desires to amend its By-Laws recorded in O.R. Book 2720, Page 1595, of the Public Records of Palm Beach County, Florida; and

WHEREAS, ESCONDIDO HOMEOWNER'S ASSOCIATION, INC., desires to strengthen the procedures for remedies available to it for violations of the Declaration, Articles of Incorporation and By-Laws respecting the property legally described as follows:

All of ESCONDIDO AT BOCA RATON PLAT NO. 1,
according to the plat thereof, recorded in
Plat Book 32, Pages 88 and 89, of the Public
Records of Palm Beach County, Florida.

NOW, THEREFORE, the By-Laws are hereby amended as follows:

1. The following shall be added to Article VI Section 1 as paragraph (e) of the By-Laws:

The Board of Directors shall have the power to levy fines against any member(s) for any default or violation of these bylaws, the rules and regulations or the Declaration.

2. The following shall be added to Article VI as Section 3:

NOTICE AND HEARING PROCEDURE

(a). Suspension of Privileges. In the event of an alleged violation of the Declaration, the Articles, these By-Laws or the rules and regulations adopted hereunder, and after written notice of such alleged infraction is given to the Owner alleged to be in default in the manner herein provided, the Board of Directors shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of a majority of all members of the Board, to fine such Owner. The failure of the Board to enforce the rules and regulations, these By-Laws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these By-Laws, or by law, shall be cumulative and none shall be exclusive. However, any individual Owner must exhaust all available internal remedies of the Homeowner's Association prescribed by these By-Laws, or by the rules and regulations adopted by the Homeowner's Association, before that Owner may resort to a court of law for relief from any provision of the Declaration, the Articles, these By-Laws or the rules and regulations. The foregoing limitation pertaining to exhausting administrative remedies shall not necessarily apply to the Board or to any Member where the complaint alleges non-payment of Assessments.

(b). Written Complaint. A hearing to determine whether a right or privilege of an Owner ("Respondent") under the Declaration or these By-Laws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written complaint by any Owner, or by any officer or member of the Board of Directors, with the President of the Homeowner's association or other presiding member of the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of

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the Declaration, the Articles, these By-Laws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

(c). Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the party filing the Complaint, upon written request made by the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

(d). Tribunal. The Board of Directors shall act as the hearing panel ("Tribunal") unless the impartiality of the Board of Directors is questioned by the Respondent. In such event, the Board shall appoint a Tribunal of three (3) impartial Members upon receipt of a written Complaint as provided in Section 2 of this Article. No member of the Tribunal shall be a director, nor shall any member on the Tribunal have been involved in any investigation prior to the Complaint on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the board should make a good faith effort to avoid appointing neighbors of the Respondent or any Owners who are witnesses to the alleged violation giving rise to the complaint. The decision of the Board shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing including but not limited to preserving a written record of the hearing.

(e). Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least ten (10) days prior to the hearing.

(f). Hearing.

(A) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear the case and the Board shall replace the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Board. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(B) Each party shall have these rights; to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though the matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If Respondent does not testify in his own defense, he may be called and examined as if under cross-examination.

(C) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a

finding, unless it would be admissible over objection in civil actions. The rules or privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(D) Neither the party filing the Complaint nor the Respondent must be in attendance at the hearing. The hearing shall be open to attendance by all Owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these By-Laws, the rules and regulations or the workings of the Board.

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

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 10th day of December, 1996.

February, 1997. ~~1996~~

ESCONDIDO HOMEOWNER'S ASSOCIATION, INC.

BY: Thomas Gallagher Pres.
Thomas Gallagher President

ATTEST: Holly Haverman Sec.
Holly Haverman Secretary

Signed, Sealed and Delivered
in the presence of:

Barbara A. Paul
Barbara A. Paul

Alvin M. Meyers
Alvin M. Meyers

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledged,

personally appeared Thomas Gallagher and Hally Hareman, well known to me to be the President and Secretary respectively of ESCONDIDO HOMEOWNER'S ASSOCIATION, INC., and that they severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. I relied upon the following for of identification for the above named: personally known.

WITNESS my hand and official seal in the county and State last aforesaid this 10 day of ~~December~~, 1996.

February 1997 (BP)

Barbara A Paul

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Barbara A Paul
My Commission CC872733
Expires Sep. 27, 2000