

This instrument prepared by:
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**Amendment to the
Palm Beach Isles Plat #2
Declaration of Protective Covenants**

as Recorded in ORB 332 P 442, April 9, 1959

DECLARATION of Protective Covenants, Restrictions, Reservations, Easements and other Charges Affecting PALM BEACH ISLES PLAT NO. 2, Riviera Beach, Florida, in Sections 22 and 23, Township 42 South, Range 43 East, Palm Beach County, Florida.

THIS DECLARATION made by FRANK M. SMITH and THELMA F. SMITH, his wife, MARTIN. SLIFKA and MILDRED SLIFKA, his wife, MORRIS BROWN and PEARL BROWN, his wife, and JOSEPH SLIFKA and SYLVIA SLIFKA, his wife, hereinafter referred to as Declarants.

WITNESSETH THAT, WHEREAS, Declarants are the owners of real property described as Lots 62 through 221, and lots 271 through 289 inclusive, Palm Beach Isles Plat No. 2, an Addition to the Town of Riviera Beach, Florida, recorded in the Office of the Clerk of the Circuit Court in Plat Book 26, pages 39 and 40, and are desirous of subjecting the real property above described to the protective covenants, restrictions, reservations, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property, and each and every part thereof, and shall apply to and bind the present and future owners of said property, or any part thereof, and their and each of their heirs, successors and assigns, and

NOW, THEREFORE, FRANK M. SMITH and THELMA F. SMITH, his wife, MARTIN SLIFKA and MILDRED SLIFKA, his wife, MORRIS BROWN and PEARL BROWN, his wife, and JOSEPH SLIFKA and SYLVIA SLIFKA, his wife, hereby declare that the real property described herein is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, easements and charges hereinafter set forth.

1. Paragraph 1 of said Declaration is amended as follows:

PARAGRAPH I
Property Subject to this Declaration and Definitions

A. The Property: The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, easements and charges with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration is located in the County of Palm Beach, State of Florida, and more particularly described as follows:

Lots 62 through 221 and lots 271 through 289 inclusive, PALM BEACH ISLES PLAT NO. 2 as amended according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 26, pages 39 and 40.

It is the purpose of this amendment to consolidate the Declarations of Protective Covenants and Restrictions for Palm Beach Isles Plats 1, 2, 3 and Pine Point into one uniform Declaration under the Palm Beach Isles Property Association Inc. These Declarations have always been active and have governed the Palm Beach Isles Community since its inception. It is further declared that with these amendments this Declaration will be governed by the provisions of Chapter 720 Florida Statutes, Homeowners Associations. Palm Beach Isles has operated as an ongoing Homeowners Association since its inception and this amendment is **not needed** to revitalize the Community under Section 720.401 Florida Statutes (2004).

B. Definitions:

1. Declaration - shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document, as may from time to time be amended.

2. Association - shall mean and refer to Palm Beach Isles Property Association, Inc. (hereinafter the "Association") its successors and assigns. The Association shall have such powers as directed herein and pursuant to Section 720.303 Florida Statutes. The Board of Directors of the Association shall be elected by the membership pursuant to the Bylaws and Section 720.306, Florida Statutes.

3. Common Area shall mean and refer to those areas of land and improvements thereto, which are intended to be devoted to the common use and enjoyment of the members of the Association.

4. Owner - shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any one lot pursuant to the recorded plats 1, 2,3 and Pine Point of Palm Beach Isles, but excluding those having such interest merely as security for the performance of an obligation. Each Owner shall be a member of the Association.

5. Rules and Regulations shall be the rules and regulations and policies as may be amended by the Board of Directors of the Association from time to time.

6. Bylaws shall mean the Bylaws of the Association as amended from time to time.

7. Articles shall mean the Articles of Incorporation of the Association as amended from time to time.

2. Paragraph 2 of said Declaration is not amended and reads as follows:

**PARAGRAPH II
General Purposes of Covenants**

The real property described herein is subjected to the covenants, restrictions, reservations, easements and charges hereby declared to insure the best use and most appropriate development and improvement of each lot or plot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper set-backs from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby to enhance the value of investments made by purchasers of lots therein.

3. Paragraph 3 of said Declaration is amended as follows:

**PARAGRAPH III
Time of Restrictions and Amendments**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants, shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part. This Declaration may be amended by resolution of the Board of Directors of the Association when a majority of all Owners and Members of the Association in Plats 1, 2, 3 and Pine Point approve same at a duly called membership meeting.

4. Paragraph 4 of said Declaration is amended as follows:

PARAGRAPH IV
Enforcement

In the event any Owner, their tenants or guests in Plats 1, 2, 3 or Pine Pine shall violate or attempt to violate any of the covenants herein, then the Association may mediate, arbitrate, or take steps in Court of proper jurisdiction, either at law or in equity, against the person or persons, firms or corporations violating or attempting to violate any such covenants, and either to prevent him, them or it from violating such covenants, or to recover damages for any violations. In the event legal proceedings are instituted, attorneys fees and costs will be taxed in favor of the prevailing party or parties. In the event any proceeding at law shall invalidate any covenant herein contained, this shall in no wise affect any of the other covenants which shall remain in full force and effect. Enforcement and dispute resolution shall be governed by Sections 720.305 and 720.311 Florida Statutes.

5. Paragraph 5 of said Declaration is amended as follows:

PARAGRAPH V
Protective Covenants, Restrictions, Reservations and Easements

1. All lots in the subdivision of Palm Beach Isles Plat No. 1, 2, 3, and Pine Point shall be used exclusively for the construction of single, private dwellings for the use of one family. No dwelling shall exceed two stories.
2. All public utilities shall be transported from the lot line to the house or other structure by underground connection.
3. The main walls of any private dwelling house shall enclose not less than 2000 square feet of ground area inclusive of garage. The house must be constructed on a single residential lot.
4. In Plat No. 2, the main building shall not be located nearer than 25 feet from the property line of any street nor nearer than 10 feet to any side lot line. The main building located on any canal or lake front lot shall not be located nearer than 20 feet from such canal or lake front. The main building located on any non-waterfront lot shall be located, not nearer than 16 feet from the rear property line.
5. No detached garages or other outbuildings shall be allowed in the subdivision unless approved in writing by the committee hereinafter provided for.
6. All owners shall be responsible for the repair and maintenance of their respective lot and all structures and improvements thereon, and shall keep the same in good, clean, attractive, painted and sanitary condition, order and repair. The Committee shall determine when an owner has failed to meet this covenant as provided in Paragraph VI.

7. No nuisance or offensive action shall at any time be permitted and no rental type of rooming houses shall be allowed in the subdivision of Palm Beach Isles Plat No. 1, 2, 3, and Pine Point.

8. Public Utility easements as set forth on the plat No. 1, 2, 3, and Pine Point shall at all times be maintained for the installation of and maintenance of public utilities available to the owners of the lots in said subdivision.

9. In Plat No. 2, any riparian rights appertaining to lake front lots shall be restricted solely for the erection, construction and maintenance of docks, piers and pilings, subject however to the approval of the committee as hereinafter referred to and said riparian rights obtained shall be used only for and solely as submerged property and never, at any time, in the future be filled in any way whatsoever.

10. All lots facing the canal shall be restricted to the erection of a private dock which shall not extend in the canal for more than a distance of 8 feet over all. All docks and extensions thereto shall meet all governmental codes and restrictions.

11. All signs in Plats No. 1, 2, 3 and Pine Point must conform to this regulation. Signs shall be subject to the following conditions and restrictions:

(a) Real estate signs shall include the name of the persons affecting the sale or rental and the telephone number of the owner or realtor/business.

(b) The face surface of such sign shall not be larger than 40 squares inches.

(c) The supporting member shall be installed into the ground to provide that the top of the face of such sign shall not be more than four (4) feet above the finished grade of the ground.

(d) All such signs shall not be required to be submitted to the committee for approval and no permit shall be required for the installation or erection of such signs. Color of signs shall not be restricted.

(e) Only one (1) such sign shall be permitted in front of any one premise. Where the property abuts a waterway one (1) additional sign shall be permitted at the rear of the property.

(f) Nothing contained herein shall be construed as prohibiting the same wording from being on both the front and back of the sign.

(g) All signs shall be erected on a temporary basis.

(h) Any real estate sign shall be removed within five (5) days from the date of closing or immediately upon the removal of the property from the market, whichever occurs first.

(i) Any homeowner notified of having a sign not conforming to the provisions of this regulation must remove it immediately upon receipt of notification. There will be a fifty (\$50) dollar per day penalty assessed for each day the sign remains after notification.

12. Other Restriction, Rules and Regulations.

The following set of restrictions and regulations shall be adhered to by each homeowner lessee, their house guests or visitors:

(a) No owner, lessee, their guest or visitors shall make or permit any disturbance that

will interfere with the rights, comforts, or convenience of others.

(b) All pets shall be kept in compliance with the codes of the city, county and state.

(c) The owner of each pet shall be required to clean up after the pet in order to properly maintain lots and the common area.

(d) There shall be no assembling or disassembling of motor vehicles in the front yard except for ordinary maintenance as the changing of a tire, battery, etc.

(e) No commercial trucks, campers, boats and trailers may be parked in the front driveway or front yard of property for a period of more than seventy-two (72) hours.

(f) All owners shall comply with the City of Riviera Beach residential codes and regulations.

6. Paragraph 6 of said Declaration is amended as follows:

**PARAGRAPH VI
Committee**

No house, building or structure, including docks, piers, and sea walls or any additions or alterations thereto of any kind or description, shall be started, erected, or maintained on any portion of Palm Beach Isles Plat No. 1, 2, 3 and Pine Point without first submitting complete plans and specifications thereof to a committee appointed by the Board of Directors of the Association.

The committee above referred to shall have the following rights and powers:

1. To refuse to approve such plans and specifications which are not in compliance with these covenants or city and county codes.

2. The right to restrict and regulate the use of signs, walls, fences, and hedges

3. To prohibit the use of asphalt shingle roofs or other materials in any future construction subject to the review of the committee.

In the event any lot owner is dissatisfied with and objects to a ruling of the committee provided herein any action of the committee may be reviewed, modified, changed or amended provided the following procedure is followed:

1. Any owner of property in the subdivision may, within fifteen (15) days of the committee's report amending or denying the application or plans and specifications, may request in writing a review thereof.

2. Within ten (10) days thereafter the architect or the representative of the lot owner and the committee or its representative shall meet for the purpose of attempting to resolve any dispute.

3. In the event the owner of the lot and the committee fails to resolve the dispute, the lot owner may request the appointment of an arbitration board consisting of one individual selected by the owner, one individual selected by the committee and a third individual selected by the two individuals so selected to consider the dispute(s) between the parties involved and a majority of opinion of said arbitration board shall be final and binding upon all parties concerned.

7. A new Paragraph 7 of said Declaration is added as follows:

**PARAGRAPH VII
Membership and Voting Rights**

1. **Members.** Every person or entity who is presently a record owner of a fee or undivided fee interest in any lot and/or home which is subject to Plats 1, 2, 3, or Pine Point shall be a mandatory member of the Association. Each new owner shall automatically become a member of the Association by virtue of acceptance of the deed of conveyance to his dwelling or lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Members shall herein be referred to as "Owners" or "lot owners".

2. **Voting Rights.** As a member of the Association said owner shall be governed by the Articles of Incorporation and the Bylaws of the Association and as a member shall be entitled to one (1) vote for each lot or dwelling owned. All membership voting shall be pursuant to Section 720.308 Florida Statutes.

8. A new Paragraph 8 of said Declaration is added as follows:

**PARAGRAPH VIII
Common Area**

1. **Obligations of the Association.** The Association, subject to the rights of the owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall, at its expense, maintain or cause to be maintained, all areas titled to the Association or under the Association's management.

2. **Members' Easement of Enjoyment.** Subject to the provisions herein, 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, and every member shall have a right of enjoyment in the Common Area.

3. Drainage or Destruction of Common Area by Owner. In the event any common area, including beach access walkways, entrance landscaping, lighting and walls, is damaged or destroyed by an owner or any of his guests, tenants, licensees, agents or member of his family, such owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a Special Assessment upon the lot of said owner. In the event the assessment is not paid, a lien will be imposed on said owners lot as provided herein.

9. A new Paragraph 9 of said Declaration is added as follows:

PARAGRAPH IX
Covenants for Maintenance Fees and Assessments

1. Creation of the Lien and Personal Obligation of Maintenance Fees and Assessments. Each owner of any lot, whether or not it shall be so expressed in his deed, is deemed to covenant and agree to pay the Association the following: (1) annual maintenance fees or charges, and (2) special assessments (if needed), all as provided in the Bylaws. All such maintenance fees and assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the owner's lot and shall be a continuing lien upon the owner's lot against which each such maintenance fee or assessment is made. Each such maintenance fee or assessment, together with interest thereon, attorneys fees and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due.

2. Maintenance Fee.

a) Purpose. The maintenance fee levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the subdivision community and for the improvement, maintenance and operation of the common area and facilities.

b) Basis. Each lot shall be assessed at an equal rate pursuant to Section 720.308, Florida Statutes.

c) Method. The Association Board of Directors shall fix the annual maintenance fee upon the basis provided in the Bylaws, provided, however, that the annual maintenance fees shall be sufficient to meet the obligations imposed by the Declaration. The Board shall set the date(s) such maintenance fees shall become due. The Board shall provide for collection of maintenance fees annually.

3. Special Assessment. In addition to the annual maintenance fees authorized above, the Association may levy in any year a special assessment applicable to that year for the purpose of defraying, in whole or in part, any proper cost or expenditure of the Association.

4. First Date of Commencement of Annual Maintenance Fees. The annual

maintenance fees provided for herein shall first commence on the recording of this document in the Public Records of Palm Beach County.

5. Effect of Nonpayment of Maintenance Fees and Assessments: Remedies of the Association. Any maintenance fee and assessment not paid within thirty (30) days after the due date may upon resolution of the Board bear interest from the due date at a percentage rate no greater than allowed by law charged on an open account to be set by the Board for each maintenance fee and assessment period. The Association may bring an action at law or equity against the owner personally obligated to pay the same or foreclose the lien against his lot and to further assess the owner for the Association's attorneys fees and costs incident to said action. No owner may waive or otherwise escape liability for the maintenance fees and assessments provided for herein by non-use of the common area or abandonment of his lot.

6. Subordination of the Lien to Mortgages. The lien of the maintenance fees and assessments provided for herein shall be subordinate to the lien of any mortgage.

7. Exempt Property. The following property subject to this Declaration shall be exempted from the maintenance fees and assessments, charge and lien created herein: (1) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (2) all common areas; (3) all properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said maintenance fees and assessments, charges, or liens.

8. Annual Budget. The Board of Directors shall adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and Bylaws will be met. All budget and financial reporting shall be pursuant to Sections 720.303 and 720.3086 Florida Statutes.

9. Limitations on Maintenance Fees and Assessment Increases. If the Board of Directors proposes a new budget or a maintenance fee or special assessment which exceeds the previous year's budget by more than 15% then said new budget or maintenance fee or special assessment shall not become effective until approved by not less than 51% of members voting in person and /or by proxy at a duly noticed membership meeting at which a quorum is present.

10. A new Paragraph 10 of said Declaration is added as follows:

PARAGRAPH X
Rules of Construction and Severability

The restrictive covenants contained herein shall, where construction and interpretation is necessary, be construed in consonance and harmony with the applicable statutes, ordinances and regulations of the state, county, or municipal body in which the property shall now lie or

subsequently lie, and shall be deemed supplemental to and not in derogation of similar provisions in regulatory statutes, ordinances and regulations.

Each paragraph, sentence and phrase of these restrictions shall be deemed severable in the event of the invalidation of any portion hereof in any court of competent jurisdiction, the remainder of the same shall not be considered as null and void but shall remain in full force and effect.

I HEREBY CERTIFY that the above Declaration with attachments was approved by in excess of fifty percent (50%) of the owners of Palm Beach Isles Plat No. 2 at a duly called meeting of the lot owners on _____ in the year _____.

Palm Beach Isles Homeowners Association, Inc.

By: _____
President

Attest: _____
Secretary

STATE OF FLORIDA:
COUNTY OF PALM BEACH:

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, as President, and _____, as Secretary of Palm Beach Isles Homeowners ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. They (please check one of the following) [] are personally known to me or [] have produced _____ (type of identification) as identification and (please check one of the following [] did or [] did not take an oath.

Notary Public

Printed Notary Name

My Commission Expires: