

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDE'S AND EASEMENTS AFFECTING
THE REAL PROPERTY OF FOX TRAIL, INC.

THIS DECLARATION made by FOX TRAIL, INC., a Florida Corporation and owner of the property hereinafter referred to, and the Declarant herein,

W I T N E S E T H:

WHEREAS, Declarant is presently the owner of all the property described in Paragraph I hereof, and intends to subject said property to the protective covenants, restrictions, reservations, servitude's and easements 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 insure to the benefit of and pass with said property each and every part thereof, and shall apply and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors, legal representatives and assigns:

PARAGRAPH I
Property Subject To This Declaration

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitude's and easements 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 is more particularly described as follows:

All lots contained in the Plat of CALOOSA 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 33, pages 90, 91 and 92.

and such additional land as owner and Declarant may from time to time submit to the provisions of this Declaration.

PARAGRAPH II
General Purposes Of Covenants

The real property described in Paragraph I hereof is subject to the covenants, restrictions, reservations, servitude's and easements hereby declared to insure the best and most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve as 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, to prevent haphazard and inharmonious improvements of the lots; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby enhance the property and investments made by purchasers of lots therein.

PARAGRAPH III
Definition Of Terms

1. Dwelling House, Building, Outbuilding.

The words "dwelling house," "building" and "outbuilding" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structure and all projections there from, such as bay, bow, or oriel windows, exterior chimneys, porches, stoops and the like, including garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.

2. Lot.

The word "lot" wherever used in this Declaration shall refer to the numbered lots of land described in Paragraph I hereof, as shown on the herein above referred to Plat. The numbers following the word "lot" refer to the particular lot or lots so numbered on the aforesaid Plat.

3. Said Plat.

The words "said Plat" wherever used in this Declaration mean and refer to the Plat of CALOOSA referred to in Paragraph I hereof.

4. Said Property.

The words "said property" wherever used in this Declaration mean and refer to the property which is platted as CALOOSA referred to in Paragraph I hereof.

5. Street.

The terms "street" or "ingress and egress easement" wherever used in this Declaration means and refers to any street, highway, or other thoroughfare shown on said Plat of CALOOSA, or contiguous to the real property designated on said Plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane or walk.

6. Association.

The term "Association" wherever used in this Declaration shall refer to and mean the CALOOSA PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation.

7. Committee.

The term "Committee" wherever used herein shall refer to and mean the Architectural Committee created herein.

PARAGRAPH IV
Minimum Standards And Prohibited Uses

The following minimum standards and prohibited uses shall be applicable to the single family residential lots shown on the plat of CALOOSA:

A. 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 detached single-family dwelling not to exceed two stories in height, a private garage for not more than three cars, detached barn and appurtenant pump house, and utility buildings or guest suite.

B. No single story dwelling house having a floor square foot area of less than 2,000 square feet and no two story dwelling house having a floor square foot area of less than 2,600 square feet shall be erected, constructed and maintained upon any lot. In computing square foot area, credit shall not be given for screened porches, garages, patios or similar areas.

C. No dwelling house shall be erected without providing an enclosed garage of sufficient size for not less than two standard automobiles.

D. No swimming pool shall exceed two (2) feet in height above the natural ground elevation of such lot.

E. Unless otherwise approved by the Architectural Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by the Architectural Committee and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Committee.

F. No temporary building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

G. No basement, garage, trailer or partially completed building shall be used for human occupancy prior to the completion of the entire approved buildings or improvements.

H. No swine, goats or poultry or any kind shall be raised, bred or kept on any lot for commercial purposes.

I. No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any lot.

J. No dwelling house, garage, outbuilding or other structure or improvement and no tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof.

K. No natural vegetation and no tree may be removed from any lot unless approved by the Architectural Committee, except is located within the perimeter of the foundation of an approved structure, driveway, ponds, or swimming pool.

L. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

M. No nuisance shall be allowed upon any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof.

N. No immoral, improper, offensive or unlawful use shall be made of any lot, dwelling house or other improvement and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

O. All exteriors of buildings, outbuildings or fences and all exterior surfaces of any type, quality or nature shall be covered in uniform soft colors. All colors of exterior surfaces shall be subject to approval of the Architectural Committee.

P. Whenever the Association is permitted or required by the covenants to enter any lot for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed as trespass.

Q. A guest suite or like facility without a kitchen may be included as a part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling and provided, however, that such guest suite would not result in overcrowding the site.

R.

(1) No fence construction shall be permitted within ingress and egress easements as shown on said Plat of Caloosa.

(2) No fence construction shall be permitted within any recreation, utility and drainage easements shown on said Plat of Caloosa as RUD easements.

(3) No permanent construction or buildings of any kind shall be placed on said RUD easements, ingress and egress easements or drainage easements.

PARAGRAPH V
Property Owners Association

There shall be created and established a non-profit Florida corporation known as CALOOSA PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as "Association." A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits A and B, respectively, and made a part hereof.

PARAGRAPH VI
Purposes And Membership Of The Association

The purposes of the Association shall be all of the purposes set forth in Paragraph II hereof, and all of the purposes set forth in Article III of the Articles of Incorporation of the Association. The Association shall provide an entity for the execution, performance, administration and enforcement of all of the terms and conditions of this Declaration. Each owner of a lot shall, by virtue of such ownership, be a member of the Association and by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, accepts such membership and acknowledges the authority of the Association to act as provided herein and as provided in Exhibits A and B attached hereto.

PARAGRAPH VII
Fees, Dues, Charges And Assessments

The Declarant hereby covenants, creates and establishes and each owner of any lot of the property described in Paragraph I hereof, and such additional land as may from time to time be submitted to the provisions of this Declaration, by acceptance of a deed or instrument or conveyance or the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following fees, dues, charges and assessments:

A. Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, including maintenance of Association property. Such assessments shall be in equal amounts against the owners of each lot.

B. Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the owners of each lot.

C. Charges incurred in connection with the enforcement of any of the terms and conditions hereof.

D. Fees or charges that may be established for the use of Facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

E. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the owners of each lot.

PARAGRAPH VIII
Procedures For The Establishment Of
Fees, Dues, Charges And Assessments

The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the Articles of Incorporation and Bylaws of the Association and the following procedures:

A. Annual assessments against the owners of all of the lots shall be established after the adoption of an operating budget, and written notice of the amount and date of commencement thereof shall be given to each lot owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

B. Special assessments against the owners of all of the lots and all other fees, dues, and charges including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

C. The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by specific owners of lots for the use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

D. The Association shall 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. The Association shall, upon demand, furnish an owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

PARAGRAPH IX
Enforcement Of All Assessments
And Creation Of Liens

The collection of all assessments and creation of liens shall be in accordance with the following provisions:

A. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorney's fees and all costs of collection, be and become a continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

B. If the sums due are not paid within thirty (30) days after the delinquency date, such sums shall bear interest from the date of delinquency at the higher rate of interest which may be lawfully charged to individuals, and the Association may bring an action to foreclose the lien against the property in like manner as the foreclosure of mortgage on real property, and there shall be added to the amount due in addition to the interest herein above set forth, all costs of collection and/or appeal and all attorney's fees incurred by the Association in connection with the collection and/or appeal. The judgment shall include all of said sums.

PARAGRAPH X
Subordination Of Liens To Mortgages

The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien of any bona fide first mortgage, excluding purchase money mortgages, now or hereafter placed on any lot; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer, or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien of any such sums.

PARAGRAPH XI
Responsibility Of Association

The Association shall, subject to all of the further terms and conditions hereof, maintain, preserve, repair and regulate all of the following property:

A. Ingress and egress walkways, bridle paths, recreation, utility and drainage easements (shown on the plat as RUD ease.) and such other facilities as may from time to time be submitted to this Declaration, not specifically dedicated to the Northern Palm Beach County Water Control District.

B. All other property, facilities, improvements or equipment which the Board of Directors of the Association shall determine from time to time would properly serve and benefit the members of the Association.

PARAGRAPH XII
Performance Of Responsibility By Association

The Association shall perform all of its responsibilities, including those set forth in Paragraph XI above, in such manner and at times as the Board of Directors of the Association shall determine. The Board may take such action as shall be necessary or appropriate to accomplish all of such responsibilities, including without limitation, all of the following:

A. The Board may employ a property manager to administer the affairs of the Association and may delegate and assign to such property manager such duties, responsibilities and functions as the Board shall see fit. The property manager shall be responsible and shall report to the Board.

B. The Board may employ or may authorize the property manager to employ attorneys, accountants, bookkeepers, mechanics, security guards, gardeners, janitors, laborers and such other personnel as shall be necessary to carry out all the responsibilities of the Association.

C. The Board may purchase, lease or acquire, or may authorize the property manager to purchase, lease or acquire such personal property as may be necessary to perform all responsibilities of the Association. Such equipment may include, without limitation, such office and bookkeeping equipment as shall be necessary to maintain records and accounts of all funds of the Association and may include vehicles, landscaping equipment, recreational equipment, tools and supplies.

D. The Board may, or may authorize the property manager to, enter into all contracts and agreements which shall be necessary, appropriate or convenient to the accomplishment of any of the responsibilities of the Association.

PARAGRAPH XIII
Approval Of Plans And Location Of Structures

A. No building, outbuilding, garage, fence, wall, retaining wall, swimming pool, tennis court, guest suite, or other structure of any kind shall be erected, constructed, placed or maintained on said real property or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made, unless prior to the commencement of any construction, excavation, or other work, a complete set of plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement, and also indicating exterior colors to be used on all exterior surfaces of buildings, outbuildings and fences, shall have been first submitted in writing for approval, and approved in writing by an Architectural Committee. In the event of the failure, refusal or inability to act of any member appointed by the Declarant, and in the event the Declarant fails to fill any such vacancy within thirty (30) days of such occurrence, the remaining members of the Architectural Committee shall select and fill any such vacancy by appointment.

The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards required by the building code of Palm Beach County, Florida, and as revised and amended from time to time.

The Committee shall encourage innovative design in plans and shall be empowered to waive any condition of the minimum standards set forth in Paragraph IV hereof if, in the opinion of the Committee, such waiver will foster or encourage innovative design in plan of the structure.

B. Approval of plans and specifications by the Architectural Committee shall be endorsed on said plans and specifications, and shall forthwith be returned by the Architectural Committee to the person submitting the same.

C. The approval of the Architectural Committee of plans and specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

D. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and specifications heretofore approved by the Architectural Committee or its duly appointed agent. If any building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications therefore, approved by the Architectural Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee ever having been obtained as required by this Declaration.

E.

(1) After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Paragraph XIII, unless notice to the contrary shall have been delivered to the lot owner. Declarant and the Association reserve the right, upon giving such notice, to commence legal proceedings to enforce such compliance.

(2) In the event that the Architectural Committee shall fail, for a period of thirty (30) days, to approve or disapprove any plans or specifications submitted to it for approval, the same shall be deemed to have been approved.

F. Any agent or member of the Architectural Committee may, at any reasonable time, enter and inspect any building or property subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitude's or easements is occurring or has occurred.

PARAGRAPH XIV
Streets, Easements, Reservations, Rights-Of-Way
And Additional Restrictions

A. Easements, reservations and rights-of-way may be reserved by Declarant, its successors and assigns, in any conveyance it or they may make of said property or portion thereof.

B. No dwelling house, garage, outbuilding, or other structure of any kind shall be built, erected, or maintained upon any easement, reservation or right-of-way, and such easements, reservations, or rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations, and other persons erecting, constructing or servicing such public utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of whom shall have the right of ingress and egress thereto, and rights-of-way are reserved or may hereafter be reserved.

PARAGRAPH XV
Scope And Duration Of Covenants,
Conditions And Restrictions

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, by accepting a deed or contract of sale, or agreement of purchase, accepts the same subject to the provisions of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said covenants, conditions and restrictions shall run with the land and continue to be in full force and effect.

PARAGRAPH XVI
Right To Modify

The Declarant hereby expressly reserves the right, in its absolute discretion, at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained herein as to any lot or part of the lands described in Paragraph I herein above by written agreement between the Declarant, the Declarant's heirs, representatives, successors and assigns, and the then owner or owners of any adjacent premises or lots described in said Paragraph I, without the approval of any other lot owner.

All instruments executed for the purposes of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this instrument shall be recorded.

PARAGRAPH XVII
General Provisions

The Declarant herein shall have the right to construe and interpret any of the covenants, restrictions and reservations herein contained, and Declarant's construction or interpretation in good faith shall be final and binding as to all persons or property benefit or bound by such restrictions.

PARAGRAPH XVIII
Violation Of Covenants, Restrictions,
Reservations, Servitude's And Easements

A breach or violation of any of the covenants, restrictions, reservations, servitude's and easements shall give to the Declarant and to the Architectural Committee and to the Association, jointly and severally, the right to immediate entry upon the property on which said violation exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant or the Architectural Committee or the Association shall not be liable for any damages occasioned thereby. The result of

every act of omission or commission, or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner of any lot, and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where action, suit or other judicial proceeding is instituted or brought to the enforcement of these covenants, restrictions, 19 reservations, servitude's and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorneys fees incurred by the other party in such legal proceeding.

PARAGRAPH XIX
Right To Enforce

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant, the Architectural Committee, the Association, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns; failure by the Declarant, the Architectural Committee, the Association, or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns, to enforce any of such covenants, restrictions, reservations, servitude's and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise provided herein.

PARAGRAPH XX
Assignment Of Powers

Any and all rights or powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual, and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers, it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by the Declarant herein, and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment.

In the event Declarant shall convey all of its right, title and interest in and to the real property described in Paragraph I hereof and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual, and such assignee should, by instrument in writing to be executed, acknowledged and recorded in the office of the Clerk of the Circuit Court of Palm Beach County, Florida, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed on the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership or individual shall succeed to all of the rights, powers, reservations, obligations and duties, as though such other party had originally been named as Declarant instead of Declarant.

PARAGRAPH XXI
Easement For Ingress And Egress,
Drainage And Recreation Purposes

A. The Declarant does hereby grant to the present and future owners of lands described in Paragraph I herein above the right of ingress and egress in and to and over all the ingress and egress easements as shown on said Plat of CALOOSA.

B. The Declarant does hereby grant to present future owners of lands described in Paragraph I herein above the right to use all of the ingress and egress easements, drainage easements and recreation, utility and drainage easements as shown on said Plat of CALOOSA for drainage purposes, walkways, bridle paths and other proper recreational purposes.

PARAGRAPH XXII
Additional Lands Subject To This Declaration

Owner and Declarant hereby reserve the right to subject additional lands to the covenants contained in this Declaration by reference hereto, and in such event the owners of the property subsequently subjected to these covenants may enforce the same against owners of property as though all of the land subject to the covenants was referred to in one Declaration of Covenants and restrictions.

PARAGRAPH XXIII
The Various Parts Of This Declaration Are Serverable

In the event of any clause, subdivision, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration and each and all of its terms and provisions not so adjudicated invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or clauses of this Declaration are hereby declared to be severable and independent of each other.

IN WITNESS WHEREOF, FOX TRAIL, INC., a Florida corporation, has executed this Declaration under seal this 23rd day of June, 1977.

ARTICLES OF INCORPORATION
OF
CALOOSA PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I
Name

The name of the corporation shall be CALOOSA PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II
Principal Office

The principal office of the Association shall be King's Management Services, 13682 Sand Ridge Road, Palm Beach Gardens, Florida 33418, or assignee.

ARTICLE III
Purpose

The general nature, objects and purposes of the Association shall be:

- (a) To promote the health, safety and social welfare of the owners of property in plat or plats of CALOOSA to be filed in the Public Records of Palm Beach County, Florida.
- (b) To provide for the improvement, maintenance and preservation of the aforesaid property.
- (c) To administer and enforce all the terms and conditions of the Declaration of Protective Covenants, Restrictions, Reservations, Servitude's and Easements to be filed of record in Palm Beach County, Florida, affecting the real property therein described or thereafter made subject to said Declaration.
- (d) To operate without profit for the sole and exclusive benefit of its members.

ARTICLE IV
General Powers

The Association shall have all of the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

- (a) To exercise all of the powers, privileges and duties set forth in the aforesaid Declaration as it presently exists and as it may, from time to time, be amended.
- (b) To establish, levy, collect and enforce payment of all fees, dues, charges or assessments pursuant to the terms of the aforesaid Declaration or Bylaws of the Association for all of the purposes of the Association and to create and establish reasonable reserves for all of such purposes.
- (c) To pay all expenses incident to the conduct of the business of the Association.
- (d) To promulgate or enforce rules, regulations, bylaws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized.
- (e) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property and to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association.

(f) To charge recipients for services rendered by the Association and the user for the use of Association property where such is deemed appropriate by the Association.

(g) To pay taxes and other charges, if any, on or against any property owned, used or accepted, by the Association.

(h) To borrow money and to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for money borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payments for such obligations by mortgages, pledges or other instruments of trust by liens upon or assignment of or agreement in regard to all of any party of the property rights or privileges of the Association.

(i) To exercise any and all powers, rights and privileges which a corporation organized under the Corporation Not For Profit Law of the State of Florida by law may now or hereinafter have or exercise.

ARTICLE V
Membership

The members of the Association shall consist of the property owners of the various plats of CALOOSA subdivision or subdivisions to be recorded in the Public Records of Palm Beach County, Florida. Membership shall be as a result of the ownership of a platted lot in the aforesaid plat or plats and may not be separated from such ownership.

ARTICLE VI
Voting and Assessments

(a) Each member shall be entitled to one vote for each platted lot owned. In the event the platted lot is owned by more than one person, all of such persons shall be entitled to a total of one vote so that each platted lot is represented by one vote. There shall be no splitting or division of votes, and multiple owners shall designate one of their numbers to cast the vote represented by the lot.

(b) The Association shall obtain funds with which to operate by the assessment of its members in accordance with the provisions of the aforesaid Declaration as supplemented by the Bylaws of the Association. All fees, dues, charges and assessments shall be due and payable in such manner and at such times as the Board of Directors of the Association shall designate and the collection of same may be enforced by all lawful means as provided in the aforesaid Declaration.

ARTICLE VII
Board of Directors

(a) The affairs of the Association shall be managed by a Board of Directors consisting of not less than 3, nor more than 15 directors who need not be members of the Association. The initial Board of Directors shall consist of three directors who shall hold office until the election of their successors. The exact number of directors shall be fixed from time to time at the annual meeting by the members.

ARTICLE VIII
Officers

(a) The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, establish. Any two or more offices may be held by the same person, except the offices of President and Secretary. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members of the Association.

ARTICLE IX
Corporation Existence

The corporation shall have perpetual existence.

ARTICLE X
Bylaws

The Board of Directors shall adopt Bylaws consistent with these Articles and said Bylaws may be amended, altered or rescinded by the Board of Directors of the Association in a manner provided in said Bylaws.

ARTICLE XI
Indemnification of officers and Directors

Each and every officer and director of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including legal fees reasonably incurred by or imposed upon such officer or director in connection with any claim, demand or proceeding to which such officer or director may be a party, or in which such officer or director may become involved by reason of his being or having been an officer or director of this Association, whether or not such person is an officer or director at the time such expenses are incurred, provided, however, if such officer or director is adjudged guilty of willful misfeasance or willful malfeasance in the performance of the duties of such officer or director, the Association shall not indemnify such officer or directors. In the event of a settlement of any claim or proceeding, the indemnification herein provided shall be applicable only when the Board of Directors of the Association shall approve such settlement and shall determine that such indemnification shall be in the best interest of the officer or director and the Association. The Association may purchase such insurance policies as the Board of Directors of the Association shall deem appropriate to provide such indemnification. The foregoing right of indemnification shall be in addition to, but not exclusive of, any and all other rights to which such officer or director may be entitled.

ARTICLE XII
Transaction in which Officers
or Directors are Interested

(a) No contract or transaction between the Association and one or more of its officers or directors or between the Association and any other legal entity in which one or more of the officers or directors of the Association are interested in any manner, shall be invalid, void or voidable solely for that reason, or solely because an officer or director of the Association is present at or participates in the meeting of the Board of Directors of the Association or any committee thereof which authorizes such a contract or transaction, or solely because of the vote of such officer or director in connection therewith. No officer or director of the Association shall incur liability by reason of the fact that such officer or director is or may be interested in any such contracts or transactions.

(b) Interested directors may be counted in determining the presence of a quorum at the meeting of the Board of Directors or of any committee thereof, which authorizes contracts or transactions.

ARTICLE XIII
Dissolution

The Association may be dissolved upon the written consent of three-fourths (3/4) of the votes entitled to be cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency and shall be used for purposes similar to those for which this Association was created. In the event that such dedication is refused or in the event that those persons voting for dissolution so indicate, such assets shall be granted, conveyed or assigned to any other non-profit corporation devoted to such similar purposes.

ARTICLE XIV
Amendment of Articles of Incorporation

These Articles may be altered, amended, or repealed in the following manner:

(a) Notice of the proposed amendment shall be included in the notice of any meeting in which a proposed amendment is considered.

(b) A resolution for the adoption of the proposed amendment may be proposed either by the Board of Directors, or by the members of the Association. Approval of a proposed amendment must be by a majority of the Board of Directors of the Association and less than seventy-five percent (75%) of the votes entitled to be cast by members or by the unanimous approval of the initial Board of Directors until the first annual election of directors.

CALOOSA PROPERTY OWNERS ASSOCIATION, INC.

BYLAWS

ARTICLE I

Definitions

"Association" means the Caloosa Property Owners Association, Inc. , a non-profit corporation organized and existing under the laws of the State of Florida.

"Agreement" means such document as may from time to time contain the covenants, restrictions, liens and charges established for the benefit of the Association, its members, the property, and the residents of the community located thereon.

"The Caloosa Property" means any property subject to the Agreement of the covenant, liens or charges imposed thereby.

ARTICLE II

Location

The principal office of the Association shall be King's Management Services, 13682 Sand Ridge Road, Palm Beach Gardens, Florida 33418, or assignee.

ARTICLE III

Membership

1. Eligibility. The Members of the Association are determined by Article V of its Articles of Incorporation. The right of members are subject to the payment of annual charges imposed by the Association. As provided in the Articles, the voting and other membership rights of any Member may be suspended by action of the Directors during any period when such Member shall have failed to pay any annual charges then due and payable; but, upon payment of such charges, then his rights and privileges shall be automatically restored.

2. Rights and Perquisites of Membership. Each member is entitled to the use and enjoyment of the Caloosa Property and Community Facilities in accordance with the Protective Covenants. Such rights may be delegated to and exercised by all members or their family who reside upon the Property, any of his tenants, who reside there under a lease for a term of one year or more and the guests of any thereof. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the Member of any person who shall be entitled to exercise such rights under this Section. The rights and privileges of such person are subject to suspension by the Board in the same manner and for the same reasons as those of any Member under the preceding Section.

ARTICLE IV

Meetings-of Members

1. Annual. The Annual Meeting of the Members shall be held at the office of the Association specified in Article II above, or at any other address specified in the Notice of the Meeting, in the month of September in each year, on such day and at such time as specified in the notice of the meeting. This Amendment shall be effective commencing with the 1987 Annual Meeting.

2. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, the Executive Vice President, or any three or more Directors. The Secretary shall call a special meeting upon written request of the Members who have a right to vote one-fourth (1/4) of all the votes of the entire membership.

3. Notices. Notice of meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage prepaid, to the address appearing on the books of the corporation. (Each Member shall register his address and any change in address with the Secretary.) Notice of any meeting, regular or special, shall be mailed no less than ten, or more than 50 days in advance of the meeting and shall set forth the purpose of the meeting.

4. Proxy voting. Limited proxies and general proxies may be used to establish a quorum. Members may not vote by general proxy, but may vote by limited proxy to amend the Articles of Incorporation or Bylaws, or for any matter that requires or permits a vote of the Members.

Any proxy shall be effective only for the specific meeting and purpose for which originally given and any lawfully adjointed meetings thereof. However, a proxy is valid for a period of no longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

For elections of the members of the Board of Directors, Members shall vote in person at a meeting of the Members or by the mailed ballot that the Member personally casts.

5. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty five percent (25%) of the total votes outstanding shall constitute a quorum at all meetings of the Association.

ARTICLE V Board of Directors

1. Membership and Powers. The Association shall be governed by a Board of Directors consisting of seven (7) members who need not be Members of the Association; Directors shall be elected at the Annual Meeting of the Members as provided for in Article VII of these Bylaws. Without limiting the generality of the preceding sentence or any power vested in it by law, the Board of Directors shall have the power

(a) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security or fidelity bonds as it may deem expedient (nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or director of the Association in any capacity whatsoever) ;

(b) to establish, levy, assess and collect the Annual Charges and all other charges referred to in the Protective Covenants;

(c) to adopt and publish rules and regulations governing the use of the Caloosa Property and Community Facilities, and the personal conduct of members, their family, their tenants, and their guests with respect thereto;

(d) to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those expressly reserved to the members; and

(e) in the event any member of the Board of Directors of this Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting in which such third absence occurs, declare the office of said absent Director to be vacant.

2. Duties. It shall be the duty of the Board of Directors

(a) to cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the members at the Annual Meeting of the members or at any special meeting when requested in writing by one-fourth (1/4) of the full membership;

(b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) in accordance with the Protective Covenants,

- (i) to present a proposed Budget to the Owners at the Annual Meeting for the upcoming Budget year and, as soon as practicable thereafter, to approve and pass the Budget and mail notice thereof to all Lot Owners;
- (ii) to prepare a roster of the properties and Annual Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and
- (iii) to send written notice of each assessment to every owner subject thereto; and

(d) to issue or to cause an appropriate officer to issue upon demand by any person a certificate stating whether any Annual Charge has been paid, which shall be conclusive evidence that any charge stated therein has or has not been paid.

3. Vacancies. Vacancies on the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum of the Board of Directors and any such appointed Director shall hold office until the next Annual Meeting of the Members. This Amendment shall be effective commencing with the 1987 Annual Meeting.

ARTICLE VI Directors' Meeting

1. Annual Meetings. The Annual Meeting of the Board of Directors shall be held immediately following adjournment of the Annual Meeting of the members in each year.

2. Director's Meetings. Meetings of the Board of Directors shall be open to all parcel owners and notices of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain the statement that assessments shall be considered and statement of the notice of the such assessments.

3. Special Meetings. Special meetings of the Board of Directors shall be called by the Secretary upon request by any officer of the Association or by any two Directors. The action of a majority of the Board, although not a regularly called meeting, shall be valid and effective in all respects if the record of the meeting shall be assented to in writing by all members of the Board.

4. Quorum. At all meetings of the Board a majority of the Board of Directors shall constitute a quorum, and, except as otherwise provided by law or by the Bylaws, the act of a majority of the Directors present shall be the act of the Board.

ARTICLE VII Election of Directors

1. Election of Directors; Staggered Board. Beginning with the 1987 Annual Meeting, the following individuals shall serve for a one-year term, as having been elected previously by the Members of the Association: Chris Dudek, Martin Hagopian, Jim Lindahl, Eugene Reiff and Peter Villoldo. Six (6) other nominees for Directorships receiving the highest number of votes shall be elected to a two (2) year term. Any tie shall be decided by the flip of a coin. At each Annual Meeting thereafter, the Unit Owners shall elect the number of Directors as there are vacancies, for a term of two (2) years, or until replaced or removed as elsewhere provided.

2.

(a) Nominations; Nominating Committee. Nominations for election to the Board of Directors shall be made by the Nominating Committee, which shall consist of a Director, who shall be the Chairman, and one or more members of the Association, or an officer of a corporate member. The Nominating Committee shall be appointed by the Board of Directors prior to each Annual Meeting of the members to serve during such Annual Meeting and until the next Annual Meeting or until its successor shall have been duly designated and qualified. The members of the Nominating Committee shall be announced at each Annual Meeting of the members.

(b). Nominations shall be made both by the Nominating Committee and shall be entertained from the floor of the Annual Meeting.

3. Term. Directors shall hold office for their term as provided for above, which term shall begin after their election and upon the adjournment of the Annual Meeting and except as follows:

(a). Special Provision Regarding One Year Term. As to any Board position to be filled at an Annual Meeting pursuant to Article VII of these Bylaws, the term of that Director position shall only be one (1) year (rather than two (2) years). If the Director who originally created the vacancy and who was replaced would have, but for the vacancy he or she created, been entitled to hold office as Director for one (1) more year after the Annual Meeting. At the Annual Meeting at which such vacancy is filled, the candidate receiving the next most votes as compared with the candidates referred to in Section 1 above, shall be elected to the one (1) year term.

4. Procedure. General elections of the Board of Directors shall occur on the date of the Annual Meeting. All elections of the Board of Directors shall be made on written ballots which shall

(a) describe the vacancies to be filled;

(b) set forth the names of those nominated by the Nominating Committee for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballot shall be prepared and mailed by the Secretary to the Members at least 14 days in advance of the date set forth therein for a return (which shall be a date not later than the day before the Annual Meeting or any special meeting called for the purpose of electing Directors).

Vacancies on the Board of Directors caused by expiration of a term in office, resignation, or otherwise shall be filled in accordance with the procedure outlined herein at the next Annual Meeting or a special meeting called pursuant to the Bylaws.

For election of Members of the Board of Directors, Members shall vote in person at a meeting of the Members or by the mailed ballot that the Member personally casts.

5. Voting. Notice of meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by mailing a copy of the notice, postage pre-paid, to the address appearing on the books of the Association. (Each Member shall register his address and shall be responsible for advising the Association of any subsequent change in address). Notice of the Annual Meeting shall be mailed no less than fourteen (14), nor more than (50) days in advance of the meeting and shall set forth the purposes of the meeting. With said notice, a written ballot for elections shall be provided. The written ballot shall indicate in alphabetical order by surname each and every eligible candidate for the Board. No ballot shall indicate which candidate or candidates are incumbents on the Board. No ballot shall contain a section providing for the signature of a voter.

Accompanying the ballot shall be an outer self-addressed envelope and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the lot and section being voted and shall contain a signature space for the voter. once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer envelope and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot and if a person is entitled to

cast more than one ballot, separate envelopes shall be used for each. The Member shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed, or hand delivered to the Association.

Envelopes containing ballots collected by the Association shall be transported to the location of the duly called meeting of the parcel owners. Each envelope and ballot shall be handled in the following manner by a person or persons appointed by the Board. At the Annual Meeting following presentation of candidates, votes will be cast following Subsection 3, collected and placed with all other ballots submitted to the Association either by mail, or in person. The signature and parcel identification on the outer envelope shall be checked off on the list as having voted. in the presence of any parcel owners in attendance and regardless of whether a quorum is present, all inner envelopes shall be first removed from the outer envelopes and shall be placed in a receptacle. The inner envelope shall then be opened and the ballots shall be removed and counted in the presence of the parcel owners. Any inner envelope containing more than one ballot shall be marked "disregard" or with words of similar import and any ballots contained therein shall not be counted. Any such envelopes and ballots shall be retained with the official records of the Association. Simultaneous with the announcement of the results of the election, those Board Members whose terms expire and who are not re-elected shall relinquish their Board positions and the positions shall be assumed by the duly elected Member or Members.

The Association at the meeting shall have available additional blank ballots for distribution to Members as needed. Each ballot distributed at the meeting shall be placed in an inner and outer envelope as provided in Subsection 3 of this rule.

Except as expressly provided to the contrary where less than all vacancies scheduled to be filled are actually filled at the election, the Board may appoint persons to fill the vacancies.

Any Member who requires assistance to vote by reason of blindness, disability or inability to read or write may request the assistance of a parcel owner to assist in casting his vote.

The amendments to Articles IV, V, VI, and VII shall be effective commencing with the 1992 Annual Meeting.

ARTICLE VIII Officers

1. Officers. The officers of the Association shall be a President, Executive Vice President, one or more Vice Presidents, Secretary, one or more Assistant Secretaries, and a Treasurer. The President and one of the Vice Presidents shall be members of the Board of Directors.

2. Election by Board of Directors. All officers shall be elected at such Annual Meeting of the Board and each officer shall hold office until the next Annual Meeting of the Board and until his successor shall have been duly elected and qualified or until his earlier death, resignation or removal in accordance with the Bylaws. The officers shall be chosen by a majority vote of the Directors.

3. President; Duties. The President shall be the chief executive officer of the Association and as such, shall have general supervision of the affairs and property of the Association and over its several officers, subject to the direction of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of President. He may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

4. Executive Vice President; Duties. The Executive Vice President shall perform all of the duties of the President in the event of his absence or disability; and when so acting shall have all of the powers and be subject to all restrictions placed upon the President.

5. Secretary; Duties. The Secretary shall act as Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record the names and addresses of all

Members of the Association, shall see that all notices are duly given as required by the Bylaws or applicable law, and shall be the custodian of the corporate seal.

6. Treasurer; Duties. The Treasurer shall receive and deposit in bank accounts approved by the Board all monies of the Association and shall disburse such funds as directed by a resolution of the Board of Directors provided, however, that a resolution of the Board of Directors shall not be necessary to the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association.

7. Books and Accounting. The Treasurer shall keep proper books of account and cause an annual compilation of each fiscal year. Should the Treasurer and/or the Board of Directors deem that a more detailed accounting is required for any fiscal year, then it shall be brought before the Board of Directors for motion prior to the end of the fiscal year on the level of audit required for that fiscal year. The Treasurer shall cause to be prepared an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its Annual Meeting.

ARTICLE IX Committees

1. Standing Committees. Standing committees of the Association shall be the Nominating Committee, the Recreation Committee, the Maintenance Committee, the Publicity Committee, the Equestrian Committee and the Audit Committee. Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members as determined by the Board, at least one of whom shall be a Director. Each committee shall be appointed by the Board of Directors at its annual meeting to serve until its successor shall have been duly elected and qualified, except that the Nominating Committee shall be appointed in accordance with Article VII(2) hereof. The Board of Directors may appoint such other committees as it deems desirable.

2. Nominating Committee. The Nominating Committee shall have the duties and functions described in Article VII.

3. Recreation Committee. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program of the Association and shall perform such other functions as the Board, in its discretion, determines.

4. Maintenance Committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of any of the Caloosa Property and Community Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

5. Publicity Committee. The Publicity Committee shall inform the members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.

6. Audit Committee. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the members at their Annual Meeting. The Treasurer shall be an ex officio member of the committee.

7. Sub-committees. With the exception of the Nominating Committee, each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any subcommittee any of its powers, duties and functions.

8. General Duties. It shall be the duty of each committee to receive complaints from the members on any matter involving Association functions, duties and activities within the field of its responsibility. It shall dispose of

such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

9. Equestrian Committee. The Equestrian Committee shall advise the Board of Directors on all matters pertaining to the Equestrian program of the Association, and shall perform such other functions as the Board, in its discretion, determines.

ARTICLE X
Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

ARTICLE XI
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: "Caloosa Property Owners Association, Inc., a Florida non-profit corporation, incorporated 1977."

ARTICLE XII
Amendments

1. Amendment Procedure. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of the majority of a quorum of the members present in person or by proxy, provided that no amendment to the By-Laws shall conflict with any provision in the Declaration or Articles of Incorporation.

2. Resolution of Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control.

ARTICLE XIII

The Declaration of Protective Covenants shall be amended as provided for in this Article XIII.

1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of the Members' meeting at which the proposed amendment is to be considered by the Members of the Association.

2. Resolution of Adoption. Except as elsewhere provided. Amendments to the Declaration shall be approved by not less than a majority of the entire membership of the Board of Directors and by not less than 75% of those voting interests present in person and by proxy at a Meeting of the Members of the Association. Members not present in person or by proxy at the Member's Meeting considering the Amendment may express their approval in writing, providing such approval is delivered to the Secretary within the time required by these By-Laws for the delivery of a Proxy at Members' Meetings. Directors not present at the Board meeting at which the Amendment is considered may express their approval in writing, providing such approval is delivered to the Secretary within the time required by these By-Laws for the delivery of a Proxy at Member's Meetings.

3. Recording. A copy of each amendment shall be attached to a Certificate certifying that the Amendment was duly adopted, which Certificate shall be executed by the President (or Vice-President and Secretary (or Assistant Secretary) of the Association with the formalities of a deed. The Certificate shall be recorded in the Public Records of Palm Beach County, Florida. An Amendment shall be effective when such Certificate is recorded in the Public Records of Palm Beach County, Florida; or at such later date as may be specified in the Certificate recorded in the Public Records of Palm Beach County, Florida.

4. Proviso: Relationship with Article XVI of the Declaration. It is the understanding of the Membership approving this Amendment adding Article XIII to the By-Laws, that Article XVI of the Declaration also provides for a procedure for amending the Declaration. However, Article XVI of the Declaration relates only to Amendments to the Declaration which govern less than the entirety of the Lots within the jurisdiction of the Declaration. When there is a question as to whether an Amendment to the Declaration governs less than the entirety of the Lots, or whether an amendment to the Declaration governs all of the Lots, subject to the Declaration, the presumption shall be made that the Amendment affects all of the said Lots and this Article XIII, Sections 1, 2 and 3 above shall control as to the method of amending the Declaration.

ARTICLE XIV

Notwithstanding anything to the contrary, the Board may make any alterations or improvements to property owned by the Association without owner approval, providing the cost of the alterations or improvements does not exceed \$10,000 in any one fiscal year. If the proposed alterations or improvements exceed \$10,000, it must be approved by 50% plus 1 of the voting interest present in person and by proxy at a meeting of the Members of the Association.

“ARTICLE XV FINES FOR NON-COMPLIANCE”

1. Authority and Scope. The Association may impose fines on any Owner, and on any tenants, guests or invitees occupying a Lot or using common areas, for any violations of the Declaration, Articles of Incorporation and/or By-Laws (“Governing Documents”) and Rules and Regulations, as each may be amended from time to time, and/or violations of applicable law, by the Owner the Owner’s tenant or tenants; and/or their respective family members, agents, guests, visitors, or invitees.
2. Owner is Liable. Each and every such violation shall be deemed to be the responsibility of and attributed to the Owner, regardless of whether the offending party is in fact the Owner, the Owner’s tenant or tenants, or their respective families, agents, guests, visitors, or invitees.
3. Written Notice Required; Contents. No fine shall be imposed for any violation unless and until the Association has provided the party to be fined (which always shall include the Owner) with a notice of hearing, indicating the date, time and place for the hearing, which the Owner and any other violator proposed to be fined must receive not less than fourteen (14) days prior to the date of the hearing. As stated in subsection 4 below, the fine may be levied for each day of a continuing violation, (treating each day to be a separate violation), so long as the notice of hearing informs the parties to be fined of this fact. The written notice from the Association shall also include a statement as to the provisions of the Governing Documents, Rules and Regulations and/or law which are being violated and the names of the violators, if known.
4. Level of Fines. A fine for each violation shall be the maximum allowed by law as amended from time to time (which as of the date of recordation of these By-Laws is \$100.00). In the case of a continuing violation, this fine may be levied at such rate per day for each day that the violation continues, on a running per day basis, treating each day to be a separate violation, so long as the notice of hearing informs the parties to be fined of this fact. The maximum fine for a continuing violation shall be \$5,000.00 in the aggregate.
5. Hearing Committee; Composition. The hearing on the proposed fine shall be held before a committee consisting of at least three (3) members (the “Hearing Committee”). The Board of Directors shall appoint the members of the Hearing Committee, none of whom shall be officers, Directors, or employees of the Association, nor the spouse, parent, child, brother or sister of any of them.

6. Hearing Before the Hearing Committee. The following procedures shall apply at hearings before the Hearing Committee:
 - A. A party against whom the fine is proposed to be levied shall have a reasonable opportunity to respond, to present evidence, to provide written and oral argument on all issues involved, and to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any evidence or other material presented by the Association.
 - B. The Hearing Committee shall approve or disapprove a proposed fine by majority vote. If the Hearing Committee does not approve a proposed fine, it may not be imposed by the Association.
 - C. Failure of a party to be fined to appear at the scheduled hearing shall entitle the Hearing Committee to determine that such party is in violation, whereupon the fine shall be deemed approved without further notice.
7. Record Keeping. The Association shall maintain a file of all notices issued and findings of the Hearing Committee in order that a record of offenses and offenders may be kept.
8. Board Ratification of Fine. Once the Hearing Committee approves a fine, the Board shall meet and ratify the Hearing Committee's decision. The Board shall be permitted to reduce a fine but cannot increase it.
9. Collection of the Fine. Once the Hearing Committee approves a fine and the Board of Directors ratifies it, the Association shall provide written notice to the Owner and any other parties to be fined of the amount of the fine and the due date for payment. The Association may collect unpaid fines by seeking and obtaining a money judgment, which shall accrue interest at the rate of eighteen percent (18%) per annum from the due date of the fine to the date paid, together with costs and paralegal and attorneys' fees incurred to collect the fine, regardless of whether a lawsuit is filed. A fine levied pursuant to this Article XV shall not become a lien against a Lot.
10. Concurrent Remedies. The fine procedures set forth in this Article XV may be invoked independently of or concurrently with any other remedies provided for in the Governing Documents or by law. As such, the levying of a fine is not a condition precedent to the Association's pursuit of other remedies available to it under the Governing Documents or under the law. Also, the fact that a fine is levied and/or paid shall not be deemed to constitute an Owner's or other violator's compliance with the Governing Documents, Rules and Regulations and law, if in fact the violation continues.
11. Proviso. Any and all previous rules and regulations on the subject of fines are hereby revoked and superseded by this amendment."

STATEMENT OF MARKETABLE TITLE ACTION

The CALOOSA PROPERTY OWNERS ASSOCIATION, INC. (the “Association”) has taken action to ensure that the following governing documents, covenants and restrictions:

(A) Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements Affecting the Real Property of Fox Trail, Inc. recorded commencing at Official Records Book 2729, Page 746 of the Public Records of Palm Beach County, Florida;

(B) Articles of Incorporation of the Association recorded commencing at Official Records Book 2729, Page 766 of the Public Records of Palm Beach County, Florida;

(C) Bylaws of the Association recorded commencing at Official Records Book 2729, Page 772 of the Public Records of Palm Beach County, Florida;

(D) Plat recorded at Plat Book 33, Page 90, Public Records of Palm Beach County, Florida;

(E) The following Amendment(s) recorded in the Public Records of Palm Beach County, Florida.

| Amendment | Official Records Book and Page |
|-------------------|--------------------------------|
| (1) Amendment(s) | O.R. Book 2832, Page 77 |
| (2) Amendment(s) | O.R. Book 2748, Page 1749 |
| (3) Amendment(s) | O.R. Book 6869, Page 785 |
| (4) Amendment(s) | O.R. Book 5580, Page 1610 |
| (5) Amendment(s) | O.R. Book 5648, Page 155 |
| (6) Amendment(s) | O.R. Book 11194, Page 1996 |
| (7) Amendment(s) | O.R. Book 5099, Page 0131 |
| (8) Amendment(s) | O.R. Book 5458, Page 502 |
| (9) Amendment(s) | O.R. Book 5775, Page 903 |
| (10) Amendment(s) | O.R. Book 6376, Page 1254 |
| (11) Amendment(s) | O.R. Book 7046, Page 1130 |
| (12) Amendment(s) | O.R. Book 7528, Page 1780 |
| (13) Amendment(s) | O.R. Book 9831, Page 514 |

(F) Agreement recorded at Official Records Book 8763, Page 15, Public Records of Palm Beach County, Florida.

(G) Resolution 01-2004 of the Caloosa Property Owners Association, Inc. recorded at Official Records Book 17052, Page 0001 of the Public Records of Palm Beach County, Florida.

as may be amended from time to time, currently burdening the property of each and every member of the Association retains their status as the source of marketable title with regard to the transfer of a member’s residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Palm Beach County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association’s governing documents regarding official records of the Association.

BOARD RULES AND REGULATIONS
(INFORMAL OR SUPPLEMENTARY RULES)

SIGN RESTRICTIONS (REAL ESTATE & CONSTRUCTION)

No signs are permitted to be placed, erected or displayed on any lot in Caloosa except with the approval of the Architectural Committee. The real estate and construction signs described below have been approved by the Architectural Committee:

- 1) One and only one "For Sale" or "For Rent" sign may be displayed on a lot.
- 2) Directional open house real estate signs are allowed during daylight hours only on the day or days of the open house.
- 3) No real estate sign shall be allowed to remain on a lot for a period longer than 14 days after the closing.
- 4) The maximum size of a real estate or construction sign shall not exceed 18" x 24" (3 square feet). Real estate signs shall not include riders.
- 5) Construction signs shall be displayed only during actual construction, and shall be removed upon completion of construction.

RESTRICTIONS ON BUSINESS USE OF PROPERTY

COTTAGE INDUSTRIES

As used in these Rules and Regulations, "cottage industries" are for-profit or hobby activities which include a broad range of non-residential uses, including but not limited to on-line or mail-order businesses conducted out of the home, home offices, garage machine shops, animal-breeding operations, hobby farms and the like. As a general rule, cottage industries are permitted in Caloosa only if and to the extent that they do not significantly impact other property owners' use and enjoyment of their properties and the common areas.

A violation exists if a cottage industry creates a detrimental effect on the neighbors and/or the community as a whole or constitutes a nuisance. Detrimental effects violative of this rule may include excessive traffic flow or congestion, the excessive use of the roads for non-residential purposes by large and/or heavy vehicles, the parking of an excessive number of vehicles at or near the location of the cottage industry, noxious odors, excessive noise, visible advertising on the premises, unsightly appearance of the home or lot or other visible evidence that the home or lot is being used for a commercial or hobby venture, use of R U & D easements, uses which are in violation of any of the Caloosa Covenants and Restrictions, or uses which would pose a threat to health and safety of the community or the environment, including the use of dangerous chemicals or wild or dangerous animals. A violation also exists when there is regular use of a vacant lot for activities which would violate this rule (such as group picnics, storage, operation of all-terrain vehicles, etc.).

Property owners shall conduct any cottage industry primarily within their principal dwelling. In addition, unrelated employees or independent contractors employed by the cottage industry owner shall not be housed on-site.

PROHIBITION ON STORAGE OF CERTAIN BUSINESS PROPERTY

No storage for any "outside business" product or equipment owned by a non-resident person shall be conducted upon any property.

HOME OCCUPATIONS

Uses which are considered to be home occupations are also subject to Article 4, Chapter B, Section 1 A. 70 of the Palm Beach County Unified Land Development Code, as the same may be amended from time to time. As of August 31, 2007 that section provided as follows:

“Home Occupation. *A business, profession, occupation, trade, artisan, or handcraft conducted in a dwelling unit for commercial gain by a resident of the unit. A home occupation shall not include those businesses which are required by State of Florida agencies to be open to the public, such as gun dealers.*

- a. **Incidental Nature.** *Shall be clearly incidental and subordinate to the residential use of the dwelling property and shall be confined to no more than ten (10) percent of the total floor area of the dwelling.*
- b. **Location.** *With the exception of outside instructional services, a home occupation shall be conducted within the principal dwelling or off-site, and shall not be conducted within any accessory building or structure or within any open porch or carport that is attached to and part of the principal structure. Instructional services, which by their nature must be conducted outside of the principal structure, such as swimming lessons, shall be located in a rear or side yard.*
- c. **No change to character of dwelling.** *The residential character of the dwelling in terms of exterior appearance and interior space shall not be altered or changes to accommodate a home occupation.*
- d. **Employees.** *Shall be conducted by members of the immediate family residing in the dwelling unit only. A maximum of one (1) person who is not a member of the immediate family may assist in the operation of the home occupations at the residence.*
- e. **Occupational License.** *Shall be operated pursuant to a valid occupational license for the use conducted by the resident of the dwelling. More than one home occupation may be permitted on a residential lot.*
- f. **Advertising.** *No external evidence or sign shall advertise, display, or otherwise indicate the presence of the home occupation, nor shall the street address of the home occupation be advertised through signs, billboards, television, radio, or newspapers. Advertising on vehicles shall be limited to the minimum necessary to meet requirements mandated by F.S. Chapter 689 or chapter 67-1876 of the PBC Contractor’s Certification Division Manual.*
- g. **On-premise sales.** *A home occupation shall not involve the sale of any stock, trade, supplies, products or services on the premises, except for instructional services.*
- h. **Instructional Services.** *Instructional services shall meet the following additional regulations:*
 - (1) **Home Instruction, Inside.** *Teaching which takes place inside the dwelling unit of the instructor. Typical instruction includes music lessons and academic tutoring.*
 - (2) **Home Instruction, Outside.** *Teaching which takes place outside the dwelling unit, on the property of the instructor. This type of instruction is limited to subject matter which necessitates outside instruction. Typical instruction includes tennis, swimming lessons, dog training and equestrian lessons.*
 - (3) **Hours of Operation.** *Instruction shall take place only between the hours of 9:00 A.M. and 8:00 P.M. daily.*
 - (4) **Insurance.** *Proof of liability insurance in the amount of at least \$300,000 covering the instructional services shall be submitted prior to the issuance of a Special Permit.*
 - (5) **Number of Students.** *A maximum of three student at a time shall be permitted to receive instruction during a lesson.*
 - (6) **Parking.** *No more than two (2) vehicles associated with the lessons shall be permitted to be parked at the instructor's home at any time.*
 - (7) **Resident.** *The instruction must be conducted by a resident of the dwelling where the lessons are provided. Only one instructor shall be permitted to provide instruction. The occupational license shall be issued to the instructor.*

- i. **Outside storage.** *No equipment or materials used in the home occupation shall be stored or displayed outside of the dwelling, including driveways.*
- j. **Nuisances.** *No home occupation shall involve the use of any mechanical, electrical or other equipment, materials or items which produce noise, electrical or magnetic interference, vibration, heat, glare, smoke, dust, odor or other nuisance outside the residential building. There shall be no storage of hazardous or noxious materials on the site of the home occupation. There shall be no noise of an objectionable nature from the home occupation audible at adjoining property lines.*
- k. **Violations or Hazard.** *If any of the above requirements are violated, or if the use, or any part thereof, is determined by the Zoning Director to create a health or safety hazard, then the occupational license may be revoked.*
- l. **Vehicles.** *One business related vehicle per dwelling unit not over one ton rated capacity may be parked at the home, provided the vehicle is registered to a resident of the dwelling;; commercial vehicles are prohibited.”*

MAINTENANCE OF CANAL EASEMENTS

The Association does not allow the growing of trees or any other obstruction to proper maintenance on canal banks. No canal banks are exempt from the Associations mowing contractor. If, however, an owner maintains the easement himself, consistent with the surrounding area, the mowing contractor will not mow that area when he comes to it. If it is not mowed when the contractor arrives in that area, he will proceed with mowing. There are 2 or 3 canal banks that have pine trees growing on them. They were not cut down by the Northern Water Control District when they maintained the canals and were never subsequently removed by the Association. Caloosa retains the right to remove all vegetation at its sole discretion. Reasonable consideration will be given to individual property owners who want to maintain the sloped part of the canal easement themselves.

VIEWING PLANS SUBMITTED FOR ARCHITECTURAL APPROVAL

Only Architectural Committee members and the Board of Directors are permitted to view plans submitted for approval.

BORROWING OF PICNIC TABLES AT PAVILION

Residents are not permitted to borrow the picnic tables from the Pavilion.

GUEST AND RESIDENT USE OF CALOOSA PARK AND EASEMENTS

Equestrian and recreational use of Caloosa Park and the Caloosa recreational, utility and drainage easements (for purposes of this rule, the “Easements”) is restricted to Caloosa residents and their guests. For the purpose of determining who is eligible to use this property, a “resident” shall be defined as a property owner or any person residing within the deeded boundaries of Caloosa proper, whether permanently, seasonally or temporarily, whether as a homeowner or tenant. A “guest” shall be defined as any overnight visitor, or any person boarding a horse with any Caloosa resident, or riding a horse owned or boarded by a Caloosa resident, or any person invited to use Caloosa Park or the Easements while in the company of a Caloosa resident.

A guest using Caloosa Park or the Easements for equestrian purposes must be accompanied by a Caloosa resident, unless such guest is a person who is boarding a horse in Caloosa. A Caloosa resident shall not and can not give permission to other guests or non-residents to use Caloosa Park or the Easements if the resident is not going to be present.

All persons other than Caloosa residents and their guests will be asked to leave Caloosa Park and/or the Easements immediately and may be prosecuted for trespassing.

RELEASE AND INDEMNIFICATION BY BOARDERS

Any Caloosa resident who boards horses owned by non-residents of Caloosa shall cause such non-resident boarder to sign a release and indemnification agreement in the form attached to these Rules and Regulations, releasing and indemnifying the Association from and against all liabilities resulting from such boarder's equestrian activities. Such executed release and indemnification agreement shall be filed with the Association's Property Manager.

SPREADING MANURE ON EASEMENTS

Owners who spread manure on their easements may do so only on the flat part of the easement. Manure must not be spread on the sloped part of the easement or in any drainage swale where water runs into a canal. An owner may NOT under any circumstances spread manure on either (i) any easement or lot other than their own, (ii) any easement fronting on a road or (iii) any Caloosa common areas. Manure must not exceed 3" in depth, shall not be dumped into canals or ponds, and shall in no event be placed anywhere in amounts which cause or create a risk of spontaneous combustion.

TRASH ON EASEMENTS

No trash, garbage, trimmings, vegetation or any other items may be placed in the cul-de-sacs or center islands within the roadways for pick-up. All of the above must be placed for pick-up on the owner's easement directly in front of their house.

POLITICAL ADVERTISING IN CALOOSA UPDATE

No political advertising for specific candidates is permitted within the Caloosa Update.

VEGETATION ENCROACHING INTO EASEMENTS

If an owner has vegetation growing into the easements that originates from his or her property, the owner is responsible for cutting it back so that it does not grow into Association easements. If an owner allows vegetation to grow into the easements and does not cut it back, the Association will have it cut and will bill the charges to the owner.

RULE AND REGULATION REGARDING INSPECTION AND PHOTOCOPYING OF OFFICIAL RECORDS

1. Any member requesting to inspect or copy official records must do so in writing, delivered by hand, by mail, by facsimile or by electronic mail. Verbal requests will not be honored. Communication and transmission of copies of official records by the Association will be made by electronic mail whenever possible to lessen the transaction cost for the Association.

2. Within ten (10) business days after the Association's receipt of a written request for access to official records, the Association shall either contact the member to arrange for delivery of official records (if a copy is requested without inspection), or if an inspection is requested, then to schedule an inspection visit at the reasonable convenience of the Association or its managing agent.

3. If a copy requested relates to an official record which the Association does not have, the Association shall so notify the member of that fact within ten (10) business days of its receipt of the written request. The Association shall not provide rights of inspection or copying of official records as to those official records which are not accessible as provided for under F.S. 720.303(5) (c), as amended from time to time.

4. No member may inspect official records without the Association or its managing agent being present. Also present may be law enforcement officers, directors and officers of the Association and/or its legal counsel.

5. Except with the Association's prior written consent, only the owners of one lot or one authorized agent of same may be present to inspect official records during any one inspection visit. Other lot owners may not be authorized to appear as agents.

6. If an authorized agent will be attending the inspection visit, the member must provide the Association with written evidence that the person is in fact an authorized agent of the member.

7. No photographs, video or other film or digital means may be used to record the inspection visit or to make copies of official records. Photocopies may be requested pursuant to paragraph 10 below, or scanned copies may be e-mailed to the lot owner or his/her agent by the Association if such is practicable.

8. Inspection visits shall be held during normal business hours only and shall be limited per lot to a total of eight business hours per month.

9. Neither the Association nor its managing agent shall be required to answer any questions regarding the content of the official records inspected by the member or his or her authorized agent. At no time shall the member or his or her authorized agent remove any official records from the office or other location that the official records are kept, nor shall the Association mail those official records to a requesting member or his agent for off-site inspection or copying.

10. Photocopies shall be charged at the rate of \$.50 per page, if made on the photocopy machine of the Association or its managing agent. If neither the Association nor its managing agent has a photocopy machine available where the official records are kept, or if the official records requested to be copied exceed 25 pages in length, the Association has the prerogative to have the copies made by an outside vendor. The member shall be charged for the actual cost of copying. Photocopies shall not be released to the member unless the owner prepays for the cost thereof as estimated by the Association in its reasonable judgment.

11. In addition to the charges referenced in paragraph 10 above, the member requesting access to and/or copies of official records shall also be charged and must pay for the Association's managing agent's time in supervision, document retrieval, scanning and/or photocopying at an hourly rate of \$35.00 per hour. The first hour of inspection shall be at no document retrieval or supervision charge. All additional hours of document retrieval and/or supervision shall be charged at \$35.00 per hour. The hourly fees for supervision and document retrieval shall be paid by the member at the end of each inspection visit. The hourly fees for scanning or photocopying shall be paid by the member prior to the Association's providing copies of the official records.

RULE REGARDING ATTENDANCE AT MEETINGS OF THE ASSOCIATION

Meetings of the Association are private and are only open to (i) members and their spouses (or in the case of a lot that is owned by a corporation or other entity, that entity's designated representative and that representative's spouse), and/or (ii) the attorney-at-law, guardian, executor, administrator or similar legal representative of the member or the member's estate.

No other persons are permitted to attend meetings of the Board or of the Members except with the express permission of the Board.

RULE REGARDING HAY DELIVERIES

Deliveries of hay into Caloosa may not be made in large semi-tractor trailer trucks to individual home sites. Owners may have hay delivered in a semi-tractor trailer truck if the load is pre-paid for themselves or as a co-op arrangement with other residents if they first notify management for authorization to park the vehicle at the entrance of Caloosa Park where the barn was previously located. The truck can then be unloaded directly into smaller vehicles and transported to individual homes.

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that I, _____,
(Please clearly print name of Guest)
(hereinafter referred to as "Guest"), desires to engage in **EQUINE ACTIVITIES** on property belonging to

(Please clearly print name of Property Owner)

(hereinafter referred to as "Property Owner") and/or the Caloosa Property Owners Association., Inc. (hereinafter referred to as the "Association"); and

For and in consideration of being permitted to enter upon the premises and engage in equine activities by the Association and/or Property Owner, Guest hereby does forever and finally release, remise, acquit, satisfy and forever discharge the Association and Property Owner, their agents and employees of and from all manner of action and actions, cause and causes of action, suit, debts, dues, sums of money, bonds, billings, contracts, controversies, agreements, promises, damages, variances, Judgments, executions, claims and demands whatsoever, in law or in equity, which may arise or might in the future arise hereinafter for and against the Association and/or Property Owner, their agents and employees, including, but not limited to, liability for the acts of negligence of the Association and/or Property Owner, their agents and employees.

For the purpose of this Release, "property damage" shall include damage of whatever nature or cause to property including but not limited to horses or tack, owned by Guest or Third Persons, including loss due to theft, fire, acts of nature, or any other cause.

This document is meant to be a full and complete release from any and all liability that may arise from Guest engaging in the activities on the property of the Association and/or Property Owner. This Release is given freely and voluntarily by the Guest and is meant to remain in existence throughout the duration of the activities engaged in by the Guest on the premises of the Association and/or Property Owner. The Guest understands and acknowledges the dangers and inherent risks associated with the activities, equine and otherwise, engaged in a rural community and completely and knowingly assumes said risks.

The undersigned on behalf of themselves and the above mentioned parties understands and agrees that being on or around a horse or a stable is very risky and dangerous, and injury can occur easily from a wide variety of situations and incidents. The undersigned understands and acknowledges that horses can strike, kick, fall, buck or throw-off, causing damage and injury, and that dogs or cats can bite, scratch, and fight. The undersigned also understands and acknowledges that equipment can break causing injury. If minors are covered by this release, you, their parents or guardians, understand and acknowledge that you are responsible to supervise your children 100 percent of the time and in no way expects the Association or Property Owner to provide supervision of any kind.

In further consideration of the right to engage in activities on the premises of the Association and/or Property Owner, the Guest does hereby further unconditionally agree to indemnify and hold harmless the Association and/or Property Owner, and their respective officers, directors, employees and members, from and against any and all claims as enumerated above, including, but not limited to any demands, judgments, awards, liabilities, costs, attorneys' fees, or any other damages on account of any such actions or claims, including any claims for personal injury or property damage, regardless of the cause of said actions or claims and including any claims resulting from negligence of the Association and/or Property Owner, their agents or employees.

UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO, OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITY.

In the event an attorney is engaged to enforce, construe or defend any of the terms and conditions of this agreement or to collect any payment due hereunder, either with or without suit, the Guest agrees to pay all attorneys' fees and costs incurred by the Association and/or Property Owner. **THE GUEST DOES HEREBY WAIVE TRIAL BY JURY AND DOES FURTHER HEREBY CONSENT TO THE VENUE OF ANY**

PROCEEDING OR LAWSUIT UNDER THIS AGREEMENT TO BE THE COUNTY OF PALM BEACH, STATE OF FLORIDA.

I ACKNOWLEDGE THAT I AM 18 YEARS OLD OR OLDER. I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT. I UNDERSTAND THE DANGERS OF HORSEBACK RIDING AND OTHER EQUINE ACTIVITIES. I HAVE CHECKED ALL MY EQUIPMENT TO SEE THAT IT IS NOT DEFECTIVE IN ANY WAY AND I KNOWINGLY ACCEPT THE RISKS INVOLVED IN THIS HORSE RELATED ACTIVITY.

DATED this _____ day of _____, 20__.

ACKNOWLEDGED AND AGREED:

| | |
|---------------------|---|
| _____ Print Name | _____ Rider/Handler/Trainer Signature (Person named above) |
| _____ Print Name | _____ Parent or Guardian Signature (For children under 18 years of age named above) |
| _____ Print Name | _____ Property Owner Signature |

MRV Resolution *Refer to: WC-53*
CURTIS L. SHENKMAN, ESQUIRE
DeSANTIS, GASKILL & ASSOCIATES, P.A.
11891 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408

CFN 20040316467
OR BK 17052 PG 0001
RECORDED 05/28/2004 15:18:30
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

CALOOSA PROPERTY OWNERS ASSOCIATION, INC.

RESOLUTION 01-2004

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CALOOSA PROPERTY OWNERS ASSOCIATION, INC. PROHIBITING THE USE OF MOTORIZED RECREATIONAL VEHICLES ("MRVs") ON THE RECREATION, UTILITIES AND DRAINAGE EASEMENTS ("RU&D Easements") OF THE COMMUNITY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Caloosa is a platted rural residential equestrian community with a Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements executed by Fox Trail, Inc. on the 23rd day^{of} June, 1977, recorded in Official Record Book 2729, Page 746 of the Public Records of Palm Beach County, Florida, as amended (hereinafter referred to collectively as the "Declaration"); and

WHEREAS, Paragraph IV (M), Minimum Standards and Prohibited Uses, states: "No nuisance shall be allowed on any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof"; and

WHEREAS, the Board of Directors of the Caloosa Property Owners Association is charged, under Paragraph XI (A) of the Declaration, under the heading "Responsibility of the Association", with the duty to maintain, preserve, repair and regulate the ingress and egress walkways, bridle paths, recreation, utility and drainage easements ("RU&D Easements"); and

WHEREAS, Paragraph XXI (B) of the Declaration, under the heading "Easement for Ingress and Egress, Drainage and Recreation Purposes", provides that present and future owners have the right to use all of the ingress and egress easements, drainage easements and recreation, utility and drainage easements as shown on the Plat of Caloosa for drainage purposes, walkways, bridle paths and other proper uses; and

WHEREAS, Article IV (d) of the Articles of Incorporation, under the heading "General Powers", authorizes the Association: "To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized"; and

WHEREAS, the Caloosa Property Owners Association Board of Directors appointed, on November 20, 2003, an Unregistered Vehicle Task Force ("URVTF") to take testimony from the community and make recommendations to

the Board of Directors regarding the problem of and proposed solutions for Motorized Recreational Vehicles, including but not limited to all terrain vehicles (ATVs) and dirt bikes (herein collectively referred to as "MRVs") (excluded from the definition of MRVs are Motorized Agricultural Equipment, such as tractors, mowers, etc.); and

WHEREAS, the Caloosa URVTF presented its recommendations to the Caloosa Property Owners Association Board of Directors on April 15, 2004, which were received and filed; and

WHEREAS, the Caloosa URVTF recommended the prohibition of MRVs on the RU&D easements because Caloosa property owners have reported nuisance, annoyance and interference caused by the MRVs, such as excessive noise, damage to easements, harassment of horses, and interference of normal equestrian use of their property, including but not limited to the turn-out of convalescing animals; and

WHEREAS, the use of MRVs on the RU&D easements creating a dangerous latent condition, has the potential to negate the protections afforded by Chapter 773, of the Florida Statutes, also known as the "Equine Zero Liability Law," thereby potentially exposing the Association and Caloosa Property Owners to liability; and

WHEREAS, the use of MRVs on the RU&D easements by drivers without sufficient, legally required safety gear and/or on vehicles of inappropriate size for the riders age, as defined by Florida law, creates unsafe conditions on the RU&D easements; and

WHEREAS, some users of MRVs, even after being warned to cease their illegal use of MRVs, continue to operate the MRVs in violation of Florida law regarding age and safety;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CALOOSA PROPERTY OWNERS ASSOCIATION THAT:

Section 1: The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated and made a part of this Resolution.

Section 2: The Board of Directors hereby finds that "proper" recreational use of the RU&D easements, based on the uses enumerated in the Declaration does not include use by MRVs and, therefore, MRVs are prohibited on the RU&D easements.

Section 3: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**RESOLUTION OF BOARD OF DIRECTORS
OF
CALOOSA PROPERTY OWNERS ASSOCIATION, INC.**

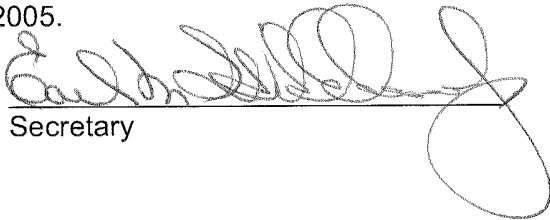
WHEREAS, there are a number of vacant lots requiring mowing, removal of vegetation, and/or removal of downed trees, the conditions of which constitute violations of paragraphs IV.L and M of the Declaration;

WHEREAS, the Board of Directors wishes to establish a mechanism to provide notice to the owners of vacant lots to perform enumerated maintenance on the vacant lots, failing which, the Association will enter upon the lot, perform the necessary maintenance, thereby bringing the owner into compliance with the Declaration, and invoice the owner to reimburse the Association for the costs.

NOW THEREFORE, the Board of Directors hereby adopts the following resolution:

Pursuant to the rights of the Association as set forth in paragraphs XVIII and VIII.C of the Declaration, any lot which requires mowing and/or debris removal and/or tree removal or other maintenance of the vacant lot in violation of IV.L and/or IV.M of the Declaration shall be subject to the following: The Board may provide notice to the owners of each such lots enumerating the maintenance required by the owner to place the owner into compliance with the Declaration, providing the owner with a reasonable time period within which the effect the necessary maintenance. The notice shall inform such owners that should the owners fail to perform the enumerated maintenance within the stated time frame, the Association may enter the lot, perform the necessary maintenance, and then levy a charge against the owner to reimburse the Association for the costs. The Association will invoice the owner for the charge and provide the owner with a reasonable time period within which to pay the charge. The failure of the owner to pay the charge may result in the filing of a claim of lien and if necessary, foreclosure proceedings.

THIS RESOLUTION OF THE BOARD OF DIRECTORS is approved by the Board of Directors on this 21st day of April, 2005.


Secretary