

Amended Schedule of Protective Covenants, Restrictions, Reservations, Servitudes and other Charges Affecting the Real Property in the Subdivision of TEQUESTA PINES, Tequesta, Florida.

Article I - General Provisions

A. The word "restrictions" as hereinafter used, shall be held to include and mean covenants, agreements, conditions, provisions, easements and charges herein set forth.

B. The word "Declarer", as hereinafter used shall be held to mean DiVosta Construction Co., Inc., its successors and assigns. The Declarer shall have the right to construe and interpret these restrictions, and their constructions or interpretation in good faith shall be final and binding as to all persons or property benefitted or bound by such restrictions.

C. No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the expiration of the time mentioned in Article XVI of the Amended Articles of Incorporation, or by the action and in the manner provided in Article VI of this Declaration.

Article II - Nuisances

A. There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land included in the Subdivision of Tequesta Pines any nuisance of any kind or character. No rubbish, garbage, debris or material shall be deposited on any of the land included in said Subdivision except building materials during the course of any construction on the site.

B. All improved lots within the Subdivision shall be continuously maintained and landscaped by the owner. All lawns shall be equipped with automatic sprinkler systems which must be operated in a manner so that sod and shrubs will be kept in quality condition. Lawns shall be composed of St. Augustine (floritan) sod or another type (of equal or better quality) sod, approved by the Architectural Review Committee (ARC), and kept mowed to a height not to exceed eight (8") inches. Appropriate shrubbery shall be planted around the homesite to compliment the dwelling. Any vegetation which is on the approved list of the Palm Beach County Extension Service shall be permitted. Queen Palms, at least eight (8') feet in height shall be planted and maintained in the swale area in front of each dwelling between the sidewalk and the paved roadway. Corner lots shall have at least one (1) Queen Palm planted on each facing street. At such time when Queen Palm trees or Bottle Brush shrubs require replacement for any reason, other species of trees may be permitted subject to review by the ARC and approval of the Board of Directors of the Association. All dwellings and exterior permitted structures (walls and fences) shall be maintained in a manner so as to compliment the neighborhood appearance. Any change in color of any part of the exterior of any dwelling or structure must be approved by the ARC of the Association.

C. No parking of any commercial vehicles, trucks, vans, campers, boats, motor or mobile homes, limousines and trailers of any kind shall be permitted within the Subdivision of Tequesta Pines. However, non-commercial mini-vans and sport utility vehicles will be allowed. For purposes of this provision, permitted vehicles may not exceed 18.5 feet in length and must be able to fit totally within the limits of an existing enclosed garage of the dwelling. A commercial vehicle shall be defined as any motor vehicle which has an outward appearance of being used in connection with a business, such as, the vehicle displays a commercial toolbox, ladder, rack or other work related equipment, and/or is commercially lettered or contains a commercial or business sign or logo. Notwithstanding the above, trucks and full-sized vans are permitted on a property if parked totally within a garage with the door closed at all times. In addition, an exception to the provisions stated above are service and delivery vehicles for the periods of time required to render a service to the landowner.

D. No animal, birds or fowl shall be kept on the Subdivision, provided, however, that dogs, cats, and pet birds confined in cages, may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lots but not for any commercial use or purpose.

E. The Declarer reserves the right to care for vacant and unimproved and unkept lots in said property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarer to keep the property, and the land, contiguous and adjacent thereto neat and in good order and charge same against the Owner of said lot or lots. Laundry drying areas shall be properly and adequately screened from any street view.

Article III - Right to Abate Violations

A. Violation of any restrictions and conditions of breach of any covenant or agreement herein contained shall give the Declarer, in addition to all other remedies, the right to enter upon the land, upon or as to which, such violations or breach exists, and summarily, to abate and remove, at the expense of the owner thereof any erection, thing or condition, or that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Declarer shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Article IV - Right to Enforce

A. The provisions herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Declarer or the owner of any land included in said Subdivision, and failure by the Declarer or any landowner, however long continued, to object to any violation or to enforce any restriction, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Any expense incurred in enforcing the provisions herein contained shall be paid by the defaulter.

Article V - Right to Assign

A. Any or all of the rights and powers, charges, title, trusts and estates reserved or created in or given to the Declarer in this Declaration may be assigned to any one or more persons, corporations or associations, public or private that will agree to assume said rights, powers, duties and obligations and carry out and perform same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarer who will thereupon be released therefrom and from all further liabilities.

Article VI - Right to Modify

A. The Declarer hereby expressly reserves the right to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained in the Articles as to any lots or parts of said Subdivision then owned by the Declarer with the consent of the majority in number of the then owners of all other lots in the Subdivision. In computing the majority, each lot shall be entitled to one vote, irrespective of the number of its owners.

B. 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.