

Pine Tree Village
Amended and Restated Declaration of Covenants

AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF P.T.V. PLAT

THIS DECLARATION, made on the date hereinafter set forth, by DREXEL PROPERTIES, INC. a Florida corporation, hereinafter referred to as "Drexel" and P.T.V. HOMEOWNERS' ASSOCIATION, INC. (the "Association").

WITNESSETH:

WHEREAS, the Association is the owner of the following real property in Palm Beach County, Florida, described as follows:

All streets, except Tract S-1, together with Lot 39 of Block 1 and Lot 1 of Block 3, P.T.V. PLAT, according to the plat thereof, recorded in Plat Book 33, Page 85 of the Public Records of Palm Beach County, Florida, (the "Association lands"); and

WHEREAS, Drexel is the owner of the following real property in Palm Beach County, Florida, (the "Property"), described as follows:

All Lots and Tracts contained in P.T.V. PLAT, according to the plat thereof, recorded in Plat Book 33, Page 85, of the Public Records of Palm Beach County, Florida, less the Association lands: and

WHEREAS, Drexel has executed a mortgage in favor of First Bank & Trust, Boynton Beach dated the 21st day of September, 1977 and recorded the 22nd day of September, 1977, in Official Records Book 2740, Page 1257, of the Public Records of Palm Beach County, Florida, in the original principal amount of \$1,500,000 and as security therefore, Drexel has encumbered the following portion of the Property:

Lots 1 through 38, inclusive, of Block 1, and Lots 1 through 36, inclusive, of Block 2, of P.T.V. PLAT, according to the plat thereof; and

WHEREAS, Drexel has executed six separate mortgages in favor of United Federal Savings and Loan Association of Broward County, each of which was dated October 12, 1978 and each of which was recorded October 13, 1978, in Official Records Book 2941, Pages 865, 879, 880, 882, 883 and 884, in the Public Records of Palm Beach County, Florida, securing six promissory notes, each in the amount of \$60,000, encumbering the following six lots:

Lots 1 through 6, inclusive of Block 1, P.T.V. PLAT, according to the Plat thereof, as recorded in Plat Book 33, Page 85, of the Public Records of Palm Beach County, Florida: and

WHEREAS, First Bank and Trust, Boynton Beach, and United Federal Savings and Loan Association of Broward County have consented to this Declaration of Covenants, Conditions and Restrictions of P.T.V. PLAT by their joinder herein at the end hereof: and

Pine Tree Village
Amended and Restated Declaration of Covenants

WHEREAS, Drexel has and intends to construct certain single family residences upon the Property and thereafter convey certain portions of the Property to individual or corporate purchasers subject to certain protective covenants, conditions and restrictions, liens and charges as hereinafter set forth.

NOW, THEREFORE, Drexel and the Association hereby declare that the Property and the Association lands shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property and the Association lands. These easements, covenants, restrictions and conditions shall run with the land and shall be binding upon all persons and entities having or acquiring any right, title, or interest therein, and shall inure to the benefit of each owner thereof.

- I. DEFINITIONS as used in this Declaration of Covenants, Conditions and Restrictions of P.T.V. PLAT (hereinafter referred to as the "Declaration"), the following terms are defined as follows:
- A. Articles of Incorporation shall mean the Articles of Amendment and Restatement of Articles of Incorporation of the Association, dated the 5th day of April, 1983 and filed with the Secretary of State of Florida on the 27th day of April, 1983, a copy of which is attached hereto and made part hereof as Exhibit "A".
 - B. Association shall mean and refer to P.T.V. Homeowners' Association Inc., a Florida corporation, not for profit, its successors and assigns.
 - C. Board shall mean the Board of Directors of the Association.
 - D. By-Laws shall mean the Amended and Restated By-Laws of the Association dated the 5th day of April, 1983, a copy of which is attached hereto and made a part hereof as Exhibit "B".
 - E. Common Area shall refer to all real property owned by the Association, together with any appurtenances, fixtures and improvements thereon, owned by the Association for the common use and enjoyment of the owners. The Common Area owned by the Association is described as follows:

The streets, except Tract S-1; Lot 39 of Block 1, Lot 1 of Block 3, and Tracts A, B, and C, all contained within P.T.V. PLAT.
 - F. Drexel means DREXEL PROPERTIES, INC., a Florida corporation, its successors and assigns.
 - G. Institutional Lender shall mean and refer to any bank, savings and loan association, insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate or

Pine Tree Village
Amended and Restated Declaration of Covenants

mortgage investment trust, or a lender generally engaged in providing mortgage credit as a business activity and having assets of \$10,000,000 or more.

- H. Member shall mean and refer to any person or entity who holds a membership in the Association in accordance with the Articles of Incorporation and the By-Laws thereof.
- I. Parcel shall be a site or lot within the Property upon which an improvement in the form of a residential building has been or will be constructed.
- J. Parcel owner shall mean and refer to the holder or holders of a fee title to a Parcel.
- K. Person shall mean and refer to an individual person, firm, association or corporation.
- L. Property shall mean that real property in Palm Beach County, Florida, more particularly described herein.
- M. Residence shall mean a single-family dwelling constructed upon a Parcel.
- N. The use of any gender is deemed to include all genders; the use of the singular includes the plural and the use of the plural includes the singular.

II. COVENANT FOR MAINTENANCE ASSESSMENTS

- A. Creation of Lien and Personal obligation of assessments. Each Parcel owner is personally liable for all assessments coming due while he or she is the owner of the Parcel and is jointly and severally liable with all previous owners for all assessments, together with interest, late charges, costs and attorney's fees due at the time of acquisition of title. Multiple owners of a Parcel are jointly and severally liable. The foregoing liability shall apply regardless of how title is acquired, including by purchase at a foreclosure or other judicial sale or by deed in lieu of foreclosure. A first mortgagee or its successors or assigns will have the same liability for all assessments coming due after the acquisition of title. However, with regard to charges due before the acquisition of title, a first mortgagee or its successors or assigns acquiring title by foreclosure or by deed in lieu of foreclosure will have liability limited to the lesser of the amount of assessments of any type coming due within six (6) months immediately preceding the acquisition of title or one percent (1%) of the original mortgage debt. This provision for limited liability of first mortgagees or their successors or assigns shall not apply unless the first mortgagee joins the Association as a defendant in its foreclosure action, nor shall these provisions apply if the Association's claim of lien is recorded prior to the recordation of the first mortgage, nor shall these provisions apply to any other lien holder or acquirer of title of any kind or under any circumstances. The liability for assessments may not be avoided by waiver of use or enjoyment of any portion of the property. This Covenant shall run with the land and be binding upon every Parcel owner. The annual and special assessments, to be fixed, established and collected from time to time as hereinafter provided, including those due at the time a claim of lien is recorded

Pine Tree Village
Amended and Restated Declaration of Covenants

and those coming due until the claim of lien is satisfied or a certificate of title is issued, together with such interest thereon, and late charges not to exceed the greater of \$25.00 or 5% of each installment which is delinquent, plus costs of collection thereof, and attorney's fees shall be a charge upon the Parcel and shall be a continuing lien upon said Parcel against which each such assessment is made. This lien shall be in favor of the Association, and shall be effective ab initio from the time of this Declaration and the Association may file a Claim of Lien in the Public Records of Palm Beach County, Florida, stating the description of the Parcel, the name of the Parcel owner, the amount due and when date due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. The Claim of Lien shall bear interest at the maximum rate permitted by law. Upon full payment, the Parcel owner shall be entitled to a recordable Satisfaction of Lien. The lien of the Association created hereunder shall be effective as against first mortgagees of record from the date a Claim of Lien is recorded in the Public Records of Palm Beach County, Florida, and as against all other interests in the Parcel, shall relate back to and shall be effective from the time this Declaration is recorded. The foregoing provision shall not be construed to alter the priority of any interest in a Parcel existing as of the effective date of this amendment. Such lien may be enforced by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In such foreclosure, the Parcel owner shall be required to pay a reasonable rental for the Parcel and the Association shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waving the lien securing the same. Each such assessment, together with such interest, late charges, costs, and reasonable attorney's fees, including attorney's fees on any appeals, shall also be the personal obligation of the Parcel owner.

- B. Purpose of Assessments. The annual and special assessments levied by the Association shall be used for discharging the maintenance obligation of the Association and for the improvement, replacement, repair, and maintenance of the Common Area and facilities. The maintenance obligation includes the care and cutting of all grassed areas (including private lawns), the payment of taxes and insurance on the Common Area, and the payment of other administrative expenses.
- C. Basis of Annual Assessment The Association shall, in accordance with the By-Laws, fix the annual assessment at such amount as the Association estimates to be necessary to meet the expenses of the Association and shall notify each Member of his proportionate share thereof at least thirty (30) days prior to the commencement of each fiscal year. These assessments shall be payable quarterly, in advance, and upon default by any Parcel owner in the payment of such installment, within fifteen (15) days after the due date thereof, then the Association, at its option, and without notice, shall be entitled to accelerate the payment of the balance of the installments for the then-current assessment year. In the event such annual assessment proves to be insufficient, it may be amended, at any time, in writing, by resolution of the Board, and the unpaid assessment for the remaining portion of the year shall be apportioned over the remaining quarterly installments for that year. If an annual assessment is not made as required, a payment in

Pine Tree Village
Amended and Restated Declaration of Covenants

the amount required by the last prior assessment shall be due each assessment payment date until changed by a new assessment.

III. USE RESTRICTIONS

- A. Parcels shall be used for single-family residential purposes only and no business or commercial activity of any nature shall be maintained or conducted thereon. Except as otherwise provided herein, Parcels may be occupied only as follows:
1. If the owner is an individual or individuals, other than individuals constituting a business partnership, limited partnership or joint venture, the Residence may be occupied by such owner's family, servants, and guests.
 2. If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Residence may be occupied by its partners, joint venturers, employees, officers, and directors, and by members of the families, servants and guests of the foregoing, provided that such persons are approved for occupancy by the Board.
 3. No more than one single family may reside in any Residence at any one time.
- B. The Common Areas shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the Parcel owners.
- C. No immoral, improper, offensive or unlawful use shall be made of each Residence or Parcel, the Property, the Common Area, nor any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies for maintenance, modification or repair of the Property or the Common Area or any improvements constructed upon the Property or the Common Area shall be the same as the responsibility for the maintenance and repair of the property concerned.
- D. No nuisances shall be allowed within the Residences or upon any portion of the Property or the Common Area, nor shall any use or practice be permitted that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property or the Common Area by its residents.
- E. Leasing. No Parcel may be leased, except in strict compliance with this provision. Any lease not approved as set forth herein is void *ab initio*. Only entire Parcels may be leased. Sub-leasing is not permitted.
1. Term. A lease shall not be for a period of less than one year.
 2. Frequency. No Parcel may be leased more than once per twelve months.

Pine Tree Village
Amended and Restated Declaration of Covenants

3. Acquisition Limitation. No Parcel acquired after the Effective date of this provision may be leased within two years of acquisition except upon Association approval of a written request stating the specific factual basis for a hardship exception and with such proofs as the Association may require; however, a request for a hardship exception may not be based upon factors known by or which should have been known by the Parcel owner at the time the Parcel owner contracted to purchase or if not a purchase, then otherwise acquired title to, the Parcel.

4. Application. If a Parcel owner desires to lease a Parcel, then the Parcel owner shall, before accepting any offer to lease, deliver to the Association: a) an application in the form designated by the Association; b) a transfer fee as determined by the Association; c) a legible duplicate of the proposed agreement; d) a release and authorization for credit and other background investigations; e) a government issued photographic identification card for each person other than the Parcel owner named in the application which states the person's name and birth date; f) the name and address of the person(s) to whom the proposed lease is to be made; g) two bank references and three individual references – local, if possible; and, h) such supplemental information as may be required by the Association. The Association may require each potential lessee to physically attend in person and participate in good faith an interview conference before becoming a lessee.

5. Approval or Denial. The Association within thirty days after receiving such notice and such supplemental information as is required by the Association, shall either consent to the lease specified in said notice, or by written notice to the Parcel owner deny approval and the lease shall not occur. Cause for denial shall include, but shall not be limited to:
 - i. If a proposed lessee or occupant has been convicted of ; felony theft or destruction of property; a felony demonstrating dishonesty or moral turpitude; or any criminal offense involving an assault or battery or violence to a person, felony drug charges, sexual battery, sexual abuse, or lewd and lascivious behavior;
 - ii. If a proposed lessee or occupant, or the application on its face, or the conduct of a proposed lessee or occupant, indicates that any one of them intends to conduct him or herself in a manner inconsistent with the Governing Documents, Association Rules and Regulations, or that the lease of occupancy would result in a violation of the Governing Documents, or Association Rules and Regulations;
 - iii. If a proposed lessee or occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by criminal history, conduct in another residence, participation in a social organization or an association, or by conduct in this community;

Pine Tree Village
Amended and Restated Declaration of Covenants

- iv. If the Parcel owner, proposed lessee or occupant: failed to provide the information required or requested to process the application in a timely manner; misrepresented any fact or information provided to the Association; failed to pay a transfer fee or deposit; provided a payment that has been dishonored; failed to make an appointment for or attend a scheduled interview conference; or has not agreed to, failed to provide or refused to release information requested by the Association; or, failed to authorize the Association to undertake a requested investigation;
 - v. Either the Parcel owner, proposed lessee or occupant is delinquent in the payment of any assessments or other sum owed to the Association;
 - vi. A proposed lessee is financially unable to meet the obligations that are incumbent upon the lessee; the proposed lease is beyond the financial ability of the proposed lessee; or inquiry into the financial responsibility of the proposed lessee indicates an inability to afford the lease and other financial obligations; or the proposed lessee does not have a credit report score equal to or in excess of the score mandated by Association rule;
 - vii. The Parcel owner is in violation of the Governing Documents Declaration or Association Rules and Regulations; or,
 - viii. The lease is not proposed or entered into in good faith by all parties.
6. Hardship. To avoid undue hardship, the Association may, in its sole discretion, for up to twelve months permit a Parcel to be leased by;
- i. a Parcel owner who obtains title of a Parcel as a result of a transfer from; a Family member; or, the settler of a trust in which the Parcel owner or Family member of the Parcel owner is the trustee or trust beneficiary; or,
 - ii. a Parcel owner who vacates the Parcel due to major changes in life circumstances, including, but not limited to, temporary job transfer, or major illness for which the Parcel owner seeks treatment, major illness of a Family member for which the Parcel owner will provide care or consolation.
 - iii. The Board may require reasonable conditions for hardship approval, which conditions must be complied with or the hardship approval shall be revoked and the lease transaction unauthorized. No more than two hardship exceptions shall be granted during any ownership period.
7. Family. Occupants of a leased unit are limited to the lessee's servants and Family members. Family members for the purpose of this Article III's leasing restrictions, in addition to complying with this Declaration's age restrictions for older aged persons, are further limited to the lessee's parents, children, spouse, domestic partner or other person with whom the lessee has formed a single family economic living unit, and their Family members with

Pine Tree Village
Amended and Restated Declaration of Covenants

- relationships as limited in this provision. The lessee and Parcel owners shall provide written proof of the occupant's relationship to the lessee upon the Association's request. Notwithstanding the above, no occupant may be 18 years of age or younger, as provided in paragraph 8.
8. Compliance. If a Residence is leased, the lessee shall be subject to the Governing Documents and the Association's Rules and Regulations.
9. Assessments. If the Association assessments levied against a Parcel are delinquent, then the lessee, upon notice by the Association, shall be jointly and severally liable with the Parcel owner for the delinquent assessments, up to the amount of monies due from the lessee to the Parcel owner from the date of the Association's notice.
- i. The lessee shall pay all monies, whether as rent or otherwise, owing under the lease directly to the Association until payment of the Parcel's assessments, interest, late charges, collection costs, attorneys' fees and court costs are paid in full for which the Parcel owner, contingent upon a default, transfers, assigns, conveys, set over, and delivers to the Association all monies, whether as rent or otherwise, owing under the lease with the right but without the obligation to collect all of said monies which may come due under the lease;
 - ii. The Association may communicate to the lessee the amount the Association claims due;
 - iii. The Parcel owner irrevocably authorizes the lessee to rely upon and comply with any notice of demand from the Association for payment to the Association of any monies due under the lease; and,
 - iv. Upon notice and to the extent monies are due from lessee to the Parcel owner pursuant to the lease, then the lessee is jointly and severally liable with the Parcel owner for all assessments and installments, interest, late charge, collection costs, attorneys' fees and court costs that come due against the Parcel from the date of the notice during the lease.
- F. Reasonable rules and regulations concerning the use of the Property may be made and amended from time to time by the Association in the manner provided by its Article of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all Parcel owners and residents upon request. Such regulations shall not be required to be incorporated in an amendment to this Declaration nor otherwise filed of record.
- G. The original Parcel owner shall be permitted to have one domestic pet, not to exceed twenty-five (25) pounds, excluding birds and fish, in his Residence, provided said original Parcel is the owner of a pet at the time he executed the purchase agreement for his Parcel and said pet is alive at the time the original purchaser takes title to his Parcel, provided that said pet shall always be kept on a leash when outside of the Residence. In the event a pet

Pine Tree Village
Amended and Restated Declaration of Covenants

causes or creates a nuisance or disturbance, said pet shall be permanently removed from the Residence and the Property within three (3) days after receipt of notice from the Board of Directors of the Association. The foregoing provisions relating to pets shall apply to the applicable living pet of the original Parcel owner and upon said pet's demise; the pet may be replaced only with the prior written approval of the Association. A Parcel owner may not lease his Parcel to a party who is the owner of a pet, including fish and birds.

- H. This community is intended to be operated as housing for older persons, as provided in all applicable federal, state and local laws and ordinances. All Lots in the community shall be held for occupancy by persons fifty-five (55) years of age and older. No person under the age of eighteen (18) may be a permanent occupant of any Lot. Temporary visits by persons under eighteen (18) years of age will be permitted for up to thirty (30) days per unit, cumulatively in any calendar year. Such occupancy shall be subject to such other and additional restrictions and regulations as may be made and amended from time to time by the Board of Directors. Any persons under the age of eighteen (18) in residence as of the effective date of this Amendment shall not be precluded from continuing such occupancy, although all subsequent transfers and changes in occupancy, including, but not limited to, renewals of any leases, shall be governed by this Amendment. After the effective date hereof and subject to the exceptions noted herein, no occupancy shall be permitted by individuals between the ages of eighteen (18) and fifty-five (55) unless the Lot is also occupied by at least one person fifty-five (55) years of age or older. All transfers of title or occupancy shall be subject to approval by the Board of Directors subject and pursuant to such procedural guidelines as the Board of Directors may make and amend from time to time or as may be provided elsewhere in this Declaration. The Board shall not approve any proposed transfer of title or possession to persons who intend to hold the Lot out for occupancy contrary to these provisions. Persons under the age of fifty-five (55) who are in occupancy prior to the effective date of this Amendment and who do not occupy their dwelling with someone fifty-five (55) or older shall not be precluded from continuing such occupancy, although all subsequent transfers and changes of occupancy, including, but not limited to, renewals of any leases shall be governed by this Amendment. The only other exceptions where occupancy solely by persons between the ages of eighteen (18) and fifty-five (55) will be permitted are: transfers by operation of law to a surviving spouse or other live-in companion who resided in the residence on the Lot with the decedent at the time of his or her death (this shall not include caretakers or employees) where the decedent was over the age of fifty-five (55) and the surviving spouse or live-in companion is under the age of fifty-five (55); and transfers by devise or inheritance to a deceased Lot owner's surviving children, all of whom are under the age of fifty-five (55), but over the age of eighteen (18).

The Board of Directors shall take all reasonable steps to insure that the Community's status as fifty-five (55) and older housing is preserved and protected and shall conduct a census to verify the age of the occupants of all occupied Lots, by obtaining reliable documentation of age, prior to the recording of this Amendment and at least once every two years thereafter or as often as required by law.

Pine Tree Village
Amended and Restated Declaration of Covenants

- I. Unless prior approval, in writing, is secured from the Board of Directors of the Association, a Parcel owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior of the Residence, including awnings and/or storm shutters, canopies, shades, ventilators, fans, air conditioning devices, doors or windows, nor shall he grow any type of plant or shrubbery, flowers or vines on his Parcel. Additionally, a Parcel owner shall not place any furniture or equipment outside the Residence or on the Common Area appurtenant thereto. The Association may grant a special exception to the provisions herein upon application by the Parcel owners.
- J. No fences, hedges, clotheslines or similar device shall be allowed on any portion of the Property except in areas that may be designated by the Board. Additionally, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed from any Residence.
- K. Vehicles shall only be parked on paved areas, such as driveways, as determined and designated by the Board of Directors. However, the parking of vehicles in driveways shall be in such a manner as to not block sidewalks. The overnight parking of vehicles of any kind upon any of the Property used for roadway purposes is prohibited. In addition, the overnight parking of automobiles without a current license tag and inspection certificate and the overnight parking of any truck, trailer, motor home, camper, or boat is prohibited. All garage doors shall remain in a "closed" position except when the Parcel owner is entering into or departing from the garage.
- L. No Parcel owner shall cause any improvement or change to be made on the exterior of his Residence, including painting or other decorations, or the installation of electrical wiring, machinery, or air conditioning units, which may protrude through the walls or roof of the structure, without first obtaining the prior written consent of the Association. Any modification or alteration to a Residence which might incur additional maintenance obligations and management costs shall subject the Parcel owner to the payment of such additional maintenance assessments and costs, if the same is found to be warranted by the Association.
- M. A Parcel owner may not modify or enclose any porch on his Residence except with the prior written approval of the Board of Directors of the Association, and said Board may, in their sole discretion, designate a type of design of modification or enclosure that they will approve, or they may refuse to approve any type of modification or enclosure.
- N. A Parcel owner is prohibited from affixing to the interior or exterior surface of a window any aluminum foil or similar type of reflective material.
- O. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Residences or Parcels. The right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional first mortgagee, which may become the owner of a Parcel and to the Association as to any Parcel, which it may own.

Pine Tree Village
Amended and Restated Declaration of Covenants

- P. Violation of Use Restrictions. In the event the Parcel owner fails to keep the premises in a good, safe, clean, neat and attractive condition, the Association shall have the right to mail a thirty-day (30) written notice to the Parcel address, or the last known address of the Parcel owner, advising the Parcel owner of failure to comply with said provisions. Failure of the Parcel owner to correct the violation (s) within thirty (30) days of mailing of said Notice shall give the Association the right, but not the obligation, to enter upon the Parcel and correct the violation, and such entry shall not be deemed a trespass. The Association shall have the further right to assess the Parcel owner for the full cost of any services performed pursuant to this Article III and shall have a lien upon the Parcel in accordance with Article II (A) hereof to secure payment thereof.

IV. GENERAL PROVISIONS

- A. Covenants run with the land. All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisee, or mortgagees, their heirs, personal representatives, successors or assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of:
- a. This Amended and Restated Declaration of Covenants, Conditions, and Restriction.
 - b. The Articles of Incorporation.
 - c. By-Laws of the Association.
- B. Enforcement. Only the Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
- C. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
- D. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association (subject to this Declaration), their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended by the consent of not less than two-thirds (2/3) of the Parcel owners.
- E. Remedy for Violations. For violation or a breach of any provisions herein, or the provisions of the Articles of Incorporation or By-Laws by any Parcel owner or any other person claiming, by, through or under the Association, or by virtue of any judicial proceedings, the Association or an institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel compliance of any of them, or for such relief as may be appropriate. In addition to the foregoing right, whenever there

Pine Tree Village
Amended and Restated Declaration of Covenants

shall have been built upon the Property any structure which is in violation of this Declaration, any of the aforementioned persons or parties may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the wrongdoing Parcel owner; provided, however, that the Association shall then make the necessary repairs, construction, etc. to insure that the Property and improvements, where such violation occurred, are restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. In the event that resort to this Section becomes necessary, then the defaulting party shall be liable for cost of enforcement, including reasonable attorney's fees and court costs (including attorney's fees and costs sustained in any appeals.)

- F. Effect Of Waiver of Violation. No waiver of a breach or violation of any of the terms, provisions, and covenants in this Declaration, or in the Articles of Incorporation or By-Laws shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant of this Declaration, the Articles of Incorporation or the By-Laws.
- G. Instruments Governing Common Areas and Owners of Parcels. This Declaration and the Articles of Incorporation and By-Laws and any lawful amendments, from time to time said instruments, shall govern the Property and the rights, duties and responsibilities of the Parcel owners.
- H. Notice. Whenever notices are required to be given hereunder to any and all Parcel owners, the same shall be sent to said Parcel owners by United States mail, at the address of their Residence, or at the last known address of the Parcel owner. Such notices shall be deemed given when deposited in the United States mails, with proper postage and correct addresses affixed thereto. Any Parcel owner may change his mailing address by written notice given to the Association at their address.