

IN THE CIRCUIT COURT OF THE
15TH JUDICIAL CIRCUIT, IN AND FOR
PALM BEACH COUNTY, FLORIDA

CASE NO.:

AMANDA BERAGLIA and DANIEL
WEINSTEIN,

Plaintiffs,

v.

L'AMBIANCE HOMEOWNER'S
ASSOCIATION, INC.,

Defendant.

_____ /

COMPLAINT

Plaintiffs, AMANDA BERAGLIA and DANIEL WEINSTEIN (hereinafter referred to as “Plaintiffs”), by and through undersigned counsel, file this Complaint and Demand for Jury Trial against Defendant, L'AMBIANCE HOMEOWNER'S ASSOCIATION, INC., (hereinafter referred to as “Defendant” and “Association” and “L'AMBIANCE HOMEOWNER'S ASSOCIATION, INC.”), stating as follows:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages which exceeds Fifty-Thousand Dollars (\$50,000.00), exclusive of interest, costs and attorney’s fees.

2. At all times material hereto, the Plaintiffs were residents of Palm Beach County, Florida, and were otherwise sui juris.

PEREZ MAYORAL, P.A.

Attorneys at Law

3. At all times material hereto, the Plaintiffs owned the property located at 6230 Via Tierra, Boca Raton, FL 33433 (hereinafter referred to as the “Plaintiffs’ Property”), according to certain Warranty Deed, legally described as:

“Lot 4, Block 40, L’Ambiance of Via Verde – P.U.D., according to plat thereof as recorded in Plat Book 39, Page 59, 60 and 61, of the Public Records of Palm Beach County, Florida.

Subject to current taxes, easements and restrictions of record.”

See “**Exhibit A.**”

4. At all times material hereto, L’AMBIANCE HOMEOWNER’S ASSOCIATION, INC., was a not-for-profit Florida corporation whose principal address was in Palm Beach County, Florida.

5. At all times material hereto, L’AMBIANCE HOMEOWNER’S ASSOCIATION, INC. was a homeowners’ association as defined by Fla. Stat. § 720.301.

6. Venue is proper in Palm Beach County, Florida because the real property, which is the subject of the instant litigation, is located in Palm Beach County, Florida and all actions have taken place in Palm Beach County, Florida.

GENERAL ALLEGATIONS

7. This is an action for damages against the Defendant arising from the Defendant’s failure to comply with its maintenance obligations under the Declaration of Restrictions and Protective Covenants for L’Ambiance, which has caused damage to Plaintiffs’ property.

8. On December 21, 2020, Plaintiffs took title to the real property, legally described above in paragraph 3, via that certain Warranty Deed recorded in the Official Records of Palm Beach County, Florida. *See* “**Exhibit A.**”

PEREZ MAYORAL, P.A.

Attorneys at Law

9. Plaintiffs took title subject to restrictions of record, including the Declaration of Restrictions and Protective Covenants of L'AMBIANCE HOMEOWNER'S ASSOCIATION, INC., as recorded in Palm Beach County Official Records Plat Book 39, Page 59, 60 and 61 (hereinafter referred to as the "Declaration"). See "Exhibit B."

10. The Declaration provides as follows at Article VI Paragraph 2:

The maintenance, repair and replacement of the fences located along the front boundary, the front lawns, the rear and side lawns if not fenced, the roofs, and the exterior surfaces other than windows and doors shall be performed by the Association and the cost and expense is to be charged to all owners as a general common expense, except to the extent that same is necessitated by the neglect, misuse or negligence of a residence Owner in which case such cost and expense shall be paid by such owner.

See "Exhibit B."

11. At all times material hereto, Defendant had a duty (1) to maintain, at the Association's expense, the exterior walls (hereinafter referred to as the "Maintenance Duty") of the Plaintiffs' Property. See "Exhibit B."

12. On or about June 10, 2022, Defendant breached its duty to Plaintiffs by failing to maintain, at the Association's expense, exterior walls of the Plaintiffs' Property.

13. On or about June 10, 2022, as a consequence of the Defendant's breach of the Maintenance Duty, the Plaintiffs' Property suffered from water intrusion and mold damage, resulting in damage to Plaintiffs.

14. The Plaintiffs' Property was damaged by water intrusion which originated from a source that the Defendant was obligated to maintain, repair, and replace: the exterior walls.

15. The Defendant's breach of the Maintenance Duty set forth in the Declaration has proximately caused actual and consequential damages to Plaintiffs which include, but are not necessarily limited to, the following:

- a. All costs to permanently remedy and repair sources of water and moisture intrusion;
- b. All remediation costs related to mold, bacteria, microbes and fungi;
- c. All costs to permanently repair and remedy all damages caused to real and personal property within the Plaintiffs' Property;
- d. Expert fees and costs of expert analysis; and
- e. All attorney's fees and costs incurred incident to bringing this action.

COUNT I – NEGLIGENCE

16. Plaintiffs reallege and restate paragraphs 1 through 15 as if fully set forth herein.

17. All conditions precedent to the initiation and prosecution of this cause of action have been performed, have occurred, or have been excused.

18. At all times material hereto, the Defendant had a duty to all members of L'AMBIANCE HOMEOWNER'S ASSOCIATION, INC., including Plaintiffs, to comply with all provisions of the Declaration.

19. At all times material hereto, Defendant had a duty (1) to maintain, at the Association's expense, the exterior walls of each residence (hereinafter referred to as the "Maintenance Duty"), including the Plaintiffs' Property. See "Exhibit B."

20. Defendant breached its duty to Plaintiffs by failing to maintain, at the Association's expense, the exterior walls of the Plaintiffs' Property.

21. As a consequence of the Defendant's breach of the Maintenance Duty, the Plaintiffs' Property suffered from water intrusion and mold damage, resulting in damage to Plaintiffs.

22. The Plaintiffs' Property was damaged by water intrusion which originated from a source that the Defendant was obligated to maintain, repair, and replace: the exterior walls.

23. Defendant's breach of its duty to Plaintiffs was the factual and proximate cause of the damages suffered by Plaintiffs.

24. Plaintiffs have retained undersigned counsel to represent them in this action and are obligated to pay Perez Mayoral, P.A. a reasonable fee for services rendered.

25. Plaintiffs are entitled to an award of attorney's fees and costs pursuant to Fla. Stat. § 718.303(1).

26. Plaintiffs' special damages include, but are not necessarily limited to:

- a. All costs to permanently remedy and repair sources of water and moisture intrusion;
- b. All remediation costs related to mold, bacteria, microbes and fungi;
- c. All costs to permanently repair and remedy all damages caused to real and personal property within the Plaintiffs' Property;
- d. Expert fees and costs of expert analysis; and
- e. All attorney's fees and costs incurred incident to bringing this action.

WHEREFORE, Plaintiffs demand a judgment against Defendant for all actual damages, consequential damages, special damages, attorney's fees, costs, an award to Plaintiffs of their share of any assessments levied by the Association to fund its expenses of the litigation, and such other and further relief as this Court deems just and equitable.

COUNT II – BREACH OF CONTRACT

PEREZ MAYORAL, P.A.

Attorneys at Law

27. Plaintiffs reallege and restate paragraphs 1 through 15 as if fully set forth herein.

28. All conditions precedent to the initiation and prosecution of this cause of action have been performed, have occurred, or have been excused.

29. At all times material hereto, the Defendant had a duty to all members of L'AMBIANCE HOMEOWNER'S ASSOCIATION, INC., including Plaintiffs, to comply with all provisions of the Declaration.

30. At all times material hereto, the Defendant had a duty to all members of L'AMBIANCE HOMEOWNER'S ASSOCIATION, INC., including Plaintiffs, to comply with all provisions of the Declaration.

31. At all times material hereto, Defendant had a duty (1) to maintain, at the Association's expense, the exterior walls of each residence (hereinafter referred to as the "Maintenance Duty"), including the Plaintiffs' Property. See "Exhibit B."

32. Defendant breached its duty to Plaintiffs by failing to maintain, at the Association's expense, the exterior walls of the Plaintiffs' Property.

33. As a consequence of the Defendant's breach of the Maintenance Duty, the Plaintiffs' Property suffered from water intrusion and mold damage, resulting in damage to Plaintiffs.

34. The Plaintiffs' Property was damaged by water intrusion which originated from a source that the Defendant was obligated to maintain, repair, and replace: the exterior walls.

35. As a consequence of the Defendant's breach of its Maintenance Duty, the Plaintiffs' Property suffered from water intrusion and mold damage, resulting in damage to Plaintiffs.

36. The Defendant's failure to comply with its Maintenance Duty set in the Declaration has caused actual and consequence damages to Plaintiffs which include, but are not necessarily limited to, the following:

- a. All costs to permanently remedy and repair sources of water and moisture intrusion;
- b. All remediation costs related to mold, bacteria, microbes and fungi;
- c. All costs to permanently repair and remedy all damages caused to real and personal property within the Plaintiffs' Property;
- d. Expert fees and costs of expert analysis; and
- e. All attorney's fees and costs incurred incident to bringing this action.

37. Plaintiffs have retained undersigned counsel to represent them in this action and are obligated to pay Perez Mayoral, P.A. a reasonable fee for services rendered.

38. Pursuant to Fla. Stat. § 720.305:

“(1) Each member and the member’s tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

- (a) The association;**
- (b) A member;
- (c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.”

PEREZ MAYORAL, P.A.

Attorneys at Law

(emphasis added).

39. Plaintiffs are entitled to an award of attorney's fees and costs pursuant to Fla. Stat. § 720.305(1).

WHEREFORE, Plaintiffs demand a judgment against Defendant for all actual damages, consequential damages, special damages, attorney's fees, costs, an award to Plaintiffs of their share of any assessments levied by the Association to fund its expenses of the litigation, and such other and further relief as this Court deems just and equitable.

COUNT III – VIOLATION OF 720.305(1)

40. Plaintiffs reallege and restate paragraphs 1 through 15 as if fully set forth herein.

41. All conditions precedent to the initiation and prosecution of this cause of action have been performed, have occurred, or have been excused.

42. Pursuant to Fla. Stat. § 720.305:

“(1) Each member and the member’s tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

- (a) The association;**
- (b) A member;**
- (c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and**
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.**

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This

relief does not exclude other remedies provided by law. This section does not deprive any person of any other available right or remedy.”

(emphasis added).

43. At all times material hereto, the Defendant had a duty to all members of L’AMBIANCE HOMEOWNER’S ASSOCIATION, INC., including Plaintiffs, to comply with all provisions of the Declaration.

44. At all times material hereto, Defendant had a duty (1) to maintain, at the Association’s expense, the exterior walls of each residence (hereinafter referred to as the “Maintenance Duty”), including the Plaintiffs’ Property. See “**Exhibit B.**”

45. Defendant breached its duty to Plaintiffs by failing to maintain, at the Association’s expense, the exterior walls of the Plaintiffs’ Property.

46. As a consequence of the Defendant’s breach of the Maintenance Duty, the Plaintiffs’ Property suffered from water intrusion and mold damage, resulting in damage to Plaintiffs.

47. The Plaintiffs’ Property was damaged by water intrusion which originated from a source that the Defendant was obligated to maintain, repair, and replace: the exterior walls.

48. Defendant’s breach of its duty to Plaintiffs was the factual and proximate cause of the damages suffered by Plaintiffs.

49. The Defendant’s failure to comply with its Maintenance Duty set in the Declaration has caused actual and consequence damages to Plaintiffs which include, but are not necessarily limited to, the following:

- f. All costs to permanently remedy and repair sources of water and moisture intrusion;
- g. All remediation costs related to mold, bacteria, microbes and fungi;

- h. All costs to permanently repair and remedy all damages caused to real and personal property within the Plaintiffs' Property;
- i. Expert fees and costs of expert analysis; and
- j. All attorney's fees and costs incurred incident to bringing this action.

50. Plaintiffs have retained undersigned counsel to represent them in this action and are obligated to pay Perez Mayoral, P.A. a reasonable fee for services rendered.

51. Plaintiffs are entitled to an award of attorney's fees and costs pursuant to Fla. Stat. § 720.305(1).

WHEREFORE, Plaintiffs demand a judgment against Defendant for all actual damages, consequential damages, special damages, attorney's fees, costs, an award to Plaintiffs of their share of any assessments levied by the Association to fund its expenses of the litigation, and such other and further relief as this Court deems just and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs demands a jury trial on all issues so triable.

Respectfully submitted on this 1st day of December 2023.

By: /s/ Erik A. Perez
Erik A. Perez, Esq.
Florida Bar No. 115564

PEREZ MAYORAL, P.A.
999 Ponce De Leon Blvd, Suite 705
Coral Gables, FL 33134
Phone: (305) 928-1077
Fax: (305) 402-6299
Primary Email: eperez@pmlawfla.com
Secondary Email: crodriguez@pmlawfla.com

PEREZ MAYORAL, P.A.

Attorneys at Law

Exhibit A

NOT A CERTIFIED COPY



CFN 20200494827

OR BK 32035 PG 0764
RECORDED 12/23/2020 14:43:43
AMT 382,000.00
Doc Stamp 2,674.00
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0764 - 766; (3pgs)

This Document Prepared By and Return to:
Delray Title & Abstract Co.
210 NE 6th Ave., #105
Delray Beach, FL 33483

Parcel ID Number: 06-42-47-22-21-040-0040

Warranty Deed

This Indenture, Made this 21st day of December, 2020 A.D., Between Laranjeira's REI LLC, a Florida limited liability company

of the County of Miami-Dade, State of Florida, grantor, and Amanda D. Beraglia, a single woman and Daniel Weinstein, a single man as joint tenants with right of survivorship

whose address is: 6230 Via Tierra, Boca Raton, FL 33433

of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Palm Beach, State of Florida to wit:
Lot 4, Block 40, L'Ambiance of Via Verde - P.U.D., according to plat thereof as recorded in Plat Book 39, Page 59, 60 and 61, of the Public Records of Palm Beach County, Florida.

Subject to current taxes, easements and restrictions of record.

19084

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Warranty Deed - Page 2

Parcel ID Number: 06-42-47-22-21-040-0040

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Melissa Polissaint
 Printed Name: Melissa Polissaint
 Witness

Sheila Biniecki
 Printed Name: Sheila Biniecki
 Witness

Laranjeira's REI LLC, a Florida limited liability company
 By: *[Signature]* (Seal)
 Andrey Laranjeira, President
 P.O. Address: 951 Brickell Avenue, Suite 3105, Miami, FL 33131

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of December, 2020, by Andrey Laranjeira, President of Laranjeira's REI LLC, a Florida limited liability company on behalf of the limited liability company

who is personally known to me or who has produced his driver license as identification

Melissa Polissaint
 Printed Name: Melissa Polissaint
 Notary Public
 My Commission Expires: 7/12/22



APPROVAL OF TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to the Declaration of Condominium Association of L'AMBIANCE HOMEOWNERS ASSOCIATION, INC. the Board of Directors, has approved and does by these presents prove the transfer of that certain

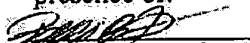
ADDRESS: 6230 VIA TIERRA

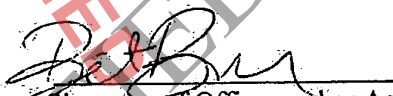
FROM: ANDREY LARANJEIRA

TO: AMANDA BERAGLIA AND DANIEL RORY WEINSTEIN

WITNESS WHEREOF, the Association has caused these presents to be executed this 18TH day of DECEMBER, 2020.

Signed, Sealed and
Delivered in the
presence of:


Witness Sign
BOBBI DARDEN
Witness Print


Signature of Officer and or Agent for the board
BRITTANY BROWN
Print Name
AGENT FOR THE BOARD
Officer - Title

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in Broward County aforesaid to take acknowledgements, personally appeared

BRITTANY BROWN

known to me to be the AGENT FOR THE BOARD of the Association named in the foregoing instrument, and who acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Association.

WITNESS my hand and Official Seal in the Broward County and State of Florida last aforesaid this 18TH day of DECEMBER, A.D. 2020.


Notary Public State of Florida at Large

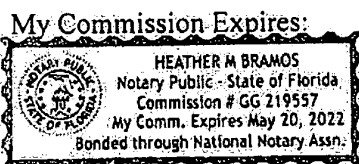


Exhibit B

NOT A CERTIFIED COPY

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR L'AMBIANCE

81 034785

THIS DECLARATION is made this 24th day of NOVEMBER, 1980 by VERDE DEVELOPERS, a Florida partnership, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

ARTICLE I

DEFINITIONS

1981 DEC 27 AM 10:17

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to L'AMBIANCE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, which is to be incorporated.
- (b) "Property" shall mean and refer to all existing property, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.
- (c) "Common Areas" shall mean and refer to the real property legally described in Exhibit "B" attached hereto, together with any improvements on such tracts including without limitation all structures, recreational facilities, lake, open space, offstreet parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.
- (d) "Lot" shall mean and refer to any lot in the Property and any Lot shown upon any plat of the Property or any portion thereof.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.
- (f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.
- (g) "Developer" shall mean and refer to VERDE DEVELOPERS, a Florida partnership, and its successors and assigns.

4460

This Instrument Prepared By: AND

5 Peggy L. Carry, Esq. RETURN TO
BROAD AND CASSEL
1499 West Palmetto Park Road ✓
Suite 308
Boca Raton, Florida 33432

B3472 P0025

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Palm Beach County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in the Property shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of said Association.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A Class A members shall be all those Owners as defined in Section 1, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Association but in no event shall more than one vote be cast with respect to any such Lot.

Class B The Class B member shall be the Developer. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to elect a majority of the Board of Directors of the Association until such time as all Lots have been conveyed by Developer to purchasers in the ordinary course of Developer's business. Class B membership shall cease when the Developer owns no Lots in the Property.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Ownership. When all residential dwelling units proposed by Developer to be constructed within the Property have been conveyed to purchasers, or, sooner, at Developer's option, the Developer, or its successors and assigns shall convey and transfer the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record. Beginning upon the date this instrument is recorded, the Association shall be responsible for the maintenance of the Common

Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. Such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent properties and for the purpose of construction of any facilities on the Common Areas that Developer elects to build.

Section 2. Members' Easements. Each Member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways and driveways from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used from time to time for walkways and/or driveways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same as common open space in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

- (a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on any plat of the Property or any portion thereof from time to time recorded.
- (b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations.
- (c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.

The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with him, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 3. Easements Appurtenant. The easements provided in Section 2 shall be appurtenant to and shall pass with the title to each Lot.

Section 4. Maintenance and Operation. The Association shall at all times maintain and operate in good repair, and shall replace as often as necessary, any and all improvements situated on the Common Areas (upon completion of construction by Developer), including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks, television and radio antennae and cables for common use, master sprinkler system, electric and water meters for common areas, private streets, and other structures, except utilities, all such work to be done as ordered by

the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance and operation as used herein shall include payment for all utilities, janitorial services, supplies, etc. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article VI hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Section 5. Utility Easements. Public utilities may be installed underground in the Common Areas when necessary for the service of the Property but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 6. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 7. Cable Television Easements. The Association and/or any private cable television company selected by the Developer is hereby granted an easement for the installation, maintenance, repair and replacement of such facilities and equipment.

ARTICLE V

MAINTENANCE OF LOTS AND UNITS

Every Lot Owner must keep and maintain his residence, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his residence, which, if omitted, would affect the Development in its entirety or in part belonging to other Owners or would affect other residences in the Development. In this regard, every Owner shall be responsible for the maintenance of his residence and Lot and shall keep same in a neat and orderly fashion, and should he fail to do so, then the Association, after demand may enter upon the premises of the Owner for the purposes of maintaining and/or repairing said Lot and/or residence and the costs incident to said maintenance and/or repair or replacement shall be the personal obligation of the residence Owner or become a lien against the subject residence with the same force and effect of a lien that would be created by the said Owner's failure to pay the maintenance assessments when due.

The maintenance, repair and replacement of the fences located along the front boundary, the front lawns, the rear and side lawns if not fenced, the roofs, and the exterior surfaces other than windows and doors shall be performed by the Association and the cost and expense is to be charged to all owners as a general common expense, except to the extent that same is necessitated by the neglect, misuse or negligence of a residence Owner in which case such cost and expense shall be paid by such owner.

If a residence Owner fences in his rear or side yard, he shall be responsible for the maintenance of the rear or side lawn within the fenced area.

The fences initially installed by the Developer shall be maintained by the Association and the replacement thereof from time to time shall be done by the Association.

ARTICLE VI

MASTER ASSOCIATION-- COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges for the maintenance of the Common Areas and residences as provided in Articles IV and V hereof, including such reasonable reserves as the Association may deem necessary, and special assessments as provided in Section 3 hereof and in Section 4 of Article IV, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided in Section 4 of Article IV, all assessments, both regular and special, shall be equally assessed against all Lots within the Property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for maintenance of the Common Areas and residences as provided in Article IV hereof and to promote the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants.

Section 3. Capital Improvements. Funds necessary for capital improvements relating to the Common Areas and residences may be levied as special assessments by the Association, upon approval of a majority of the Board of Directors of the Association and upon approval of a two-thirds favorable vote of Members voting at a meeting or by ballot as may be provided in the By-Laws of the Association.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article VI shall commence on the first day of the month next following the recordation of these covenants.

The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual or quarter-annual installments if so determined by the Board of Directors of the Association.

The assessment amount may be changed at any time by the Board of Directors. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year.

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The due date of any special assessment under Section 3 hereof shall be fixed in the Board resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid.

The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more dwelling units for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall have all other powers provided in its Articles of Incorporation.

Section 6. Collection of Assessment; Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the date specified in Section 4 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In any voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments made prior to the time of such voluntary conveyance.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date when due at the rate of ten (10%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the property on which the assessment is unpaid, or may foreclose the lien against the property on which assessment is unpaid, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action. The Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

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Section 7. Subordination of the Lien to Mortgages. The lien of the assessment provided for in this Article VI shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. An institutional lender is defined as a state or federal bank or savings and loan association, an insurance company, trust company, savings bank or credit union. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 7, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 8. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Developer is the owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses of the Association. Developer may at any time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association.

Section 9. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the Owners of all Lots as their interests may appear.

ARTICLE VII

GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article VII shall be applicable to all Lots situated within the Property.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, and/or sales offices shall be permitted until Developer has sold all Lots.

Section 3. Change in Buildings. No Owner shall make or permit any structural modification or alteration of any building except with the prior written consent of the Architectural Committee, which shall be composed of the Board of Directors of L'Ambiance Homeowners' Association, Inc., and consent may be withheld if in the sole discretion of the party requested to give the same it appears that such structural modification or alteration would affect or in any manner endanger other dwelling units. No building shall be demolished or removed without the prior written consent of all Owners of all other dwelling units with which such building was connected at the time of its construction, and also the prior written consent of the Developer or its successor.

Section 4. Building Location. Buildings shall be located in conformance with the Zoning Code of the County of Palm Beach, Florida and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 5. Easements. Easements for installation and maintenance of utilities and for ingress and egress are reserved as shown on the recorded plat of the Property. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent the maintenance of utilities. Public utility companies servicing the Property, the Master Association, and the Developer, shall have a perpetual easement for the installation and maintenance, of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, and television cables and conduits under and through the utility easements as shown on the plat and under and through such portions of the Lots beyond the buildings, as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

Section 6. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot owner.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently, unless stored in a garage or placed so as not to be visible from the street. No gas tank, gas container, or gas cylinder (other than portable tanks used in connection with gas barbeques) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all gas tanks, gas containers and gas cylinders (other than portable tanks used in connection with gas barbeques) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Committee referred to in Section 12 hereof.

Section 8. Signs. No sign of any kind shall be displayed to the public view on the Property except one sign of not more than one square foot used to indicate the name of the resident; or, after the Developer has sold all of the Lots, one sign of not more than five square feet advertising the property for sale; or any sign used by a builder or lender to advertise during the construction and sales period.

Section 9. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor

shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets weighing less than thirty (30) pounds may be kept, subject to rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within the Property except in locations designated by the Association in its rules and regulations.

Section 11. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 12. Architectural Control. No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping as may be required by the Architectural Committee have been approved in writing by the Architectural Committee named below. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The initial Architectural Control Board is composed of Gordon Deckelbaum, Morris Richter and Sam Richter, the directors of L'Ambiance Homeowners' Association, Inc., and the address of said Board is in care of Verde Developers, 6686 Verde Trail, Boca Raton, Florida 33433. A majority of the Board may take any action the Board is empowered to take, may designate a representative to act for the Board, and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. The members of the Board shall not be entitled to any compensation for services performed pursuant to this covenant. When all Lots have been conveyed by the Developer to purchasers in the ordinary course of Developer's business, the members of the Architectural Control Board shall be designated by the directors of the Association.

Section 13. Exterior Appearances and Landscaping. The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by the Developer without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed. The landscaping, including, without limitation, the

trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with said Declarations of Restrictions and Protective Covenants as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Board. Aluminium foil may not be placed on windows or glass doors.

Section 14. Commercial Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any lot, except only during the periods of approved construction on said lot, and except that they may be stored within garages if not visible from the streets. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

Section 15. Fences. No fence, wall or other structure shall be erected in the front yard, back yard, or side yard setback areas, except as originally installed by Developer and except any approved by the Architectural Control Board as above provided.

Section 16. Awnings. No awnings and/or canopies may be erected, except as originally installed by Developer and except any approved by the Architectural Control Board as above provided.

Section 17. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any lot except as required from time to time by the County of Palm Beach for disposal or collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 18. Drying Areas. No clothing, laundry or wash shall be aired or dried on any portion of any lot in an area exposed to view from any other lot or unit. Drying areas will be permitted only in locations approved by the Architectural Control Board and only when protected from view by screening or fencing approved by the Board.

Section 19. Open Space. No portion of the plat of L'Ambiance of Via Verde P.U.D. containing open space may be vacated if, as a result of such vacation, the density requirements for the plat as a whole would be violated.

ARTICLE VIII

PARTY WALLS

Section 1. General. Each wall built as part of the original construction of any attached single family dwellings upon the Property and placed on the dividing line between the lots thereof shall constitute a party wall, and each Owner shall own that portion of the wall which stands on his own lot, with a cross-easement of support in the other portion.

Section 2. Sharing of Repairing Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore the same, but no greater dimension of said party wall, or of any extension, or restoration, thereof, shall be placed upon the land of the other Owner

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not extending, constructing, or restoring, said party wall than that existing prior to such fire or other casualty, without the written consent of the latter first obtained; no part of any addition to the dimensions of said party wall, or of any extension thereof already built, that may be made by any of said Owners; or by those claiming under them respectively, shall be placed upon the land of the other Owner, without the written consent of the latter first obtained. If the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article VIII, any Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article VIII shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article VIII, each party shall choose one arbiter, and such arbiters shall choose one additional arbiter, and the decision of a majority of all the arbiters shall be final and conclusive of the question involved.

ARTICLE IX

OWNERSHIP IN VIA VERDE

Section 1. Ownership in Via Verde. By taking title to a Lot, each Owner becomes subject to the terms and conditions of the Declaration of Maintenance Covenants for Via Verde dated April 18, 1975, and filed in Official Records Book 2413, Page 1935 of the Public Records of Palm Beach County, Florida. Among other things, that document provides that an Owner shall become a member of the Via Verde Homeowners' Association, Inc.; shall acquire certain property rights to common areas within Via Verde; and shall become subject to the assessments of the Via Verde Homeowners' Association, Inc.

Section 2. Membership in Via Verde Homeowners' Association, Inc. In accordance with the provisions of the Articles of Incorporation of Via Verde Homeowners' Association, Inc., all Owners shall be members in that association. Notwithstanding such membership, only a representative member, elected at a meeting of the members of the Association, shall be entitled to vote on behalf of all members of the Association, at meetings of the members of the Via Verde Homeowners' Association, Inc.

Section 3. Notice to Via Verde Homeowners' Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and By-laws of the Association and any easements or conveyances affecting the Common Areas, shall be promptly forwarded to the Via Verde Homeowners' Association, Inc.

ARTICLE X

INSURANCE

Section 1. Fire and Hazard Insurance; Blocks. The Association, through its Board of Directors, shall purchase an insurance policy or policies insuring the buildings and improvements erected upon the blocks on the property against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The policies shall be purchased in the name of the Association for the benefit of the owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

Section 2. Fire and Hazard Insurance; Common Areas. The Association further, through its Board of Directors, shall purchase an insurance policy or policies insuring the buildings and other improvements erected upon the common area including all fixtures and personal property thereon against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. The policies shall be purchased in the name of the Association for the benefit of the Association, the unit owners and their mortgagees as their interests may appear; and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the respective units.

Section 3. Flood Insurance. Owners shall at their respective cost and expense, obtain the maximum flood insurance provided by the Flood Disaster Protection Act of 1973, or in an amount equal to the value of the respective owners units, if the value of the unit is less than the maximum permitted by such Act.

Section 4. Insurance Trustee. In the event of a loss under the policies provided for in paragraph (a) hereof, the Association as insurance trustee for the owners shall use the net insurance proceeds to repair and replace damage to the real or personal property covered by said policies with any excess to be payable to the owners or their mortgagees as their interest may appear.

Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended, on file with the Building Department of Palm Beach County.

If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against all unit owners in accordance with this Declaration to cover any deficiency.

Section 5. Proceeds Used to Repair and Replace. In the event of loss under the policy or policies provided in paragraph (b) hereof, the Association shall use the net insurance proceeds to repair and replace damage to the real or personal property covered by said policy or policies with any excess to be

retained by the Association and used in connection with the payment of common expenses. If the insurance proceeds are insufficient to cover the loss, the Association shall levy an assessment against all owners in accordance with this Declaration to cover any deficiency.

Any reconstruction, repair or replacement shall be in accordance with the plans and specifications as finally amended, on file with the building department of the governmental agency having jurisdiction thereover. If any residential unit or portion thereof is destroyed, any repair of same shall be of similar size and type and shall not exceed the dimensions of the previous unit.

Section 6. Public Liability Policies. In addition to the above and foregoing insurance, the Association through its Board of Directors, shall purchase and keep in effect policies of insurance generally known as public liability policies and/or landowner, landlord and tenant policies insuring the Association and its members against all claims and demands made by any person or persons, whomsoever for injuries received in connection with the use, operation or maintenance of the property, buildings and improvements, to the extent of not less than \$500,000.00 to cover the claim or damage for personal and/or bodily injuries from any single, specific cause, to any one person, and to the extent of not less than \$1,000,000.00 to cover in connection with any one particular accident or occurrence, the total aggregate of any claims for personal and/or bodily injuries that may arise or be claimed to have arisen against the Association and its members as aforesaid. Said policy of insurance shall also provide for \$50,000.00 property damage insurance.

The Association further shall, if required by State Law, carry a Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the laws of the State of Florida.

Section 7. Premiums as Common Expense. All insurance premiums other than for flood insurance, shall be included and treated as a common expense.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association and any homeowners' association established by other covenants that may from time to time be recorded by Developer, their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Developer, any association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the Architectural Control Board.

Section 4. 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.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by: (1) Developer, for so long as it holds title to any Lot affected by this Declaration; or alternatively, (2) by Owners holding not less than two-thirds vote of the membership in the Association, provided that so long as the Developer is the owner of any Lot affected by this Declaration the Developer's consent must be obtained. Any provisions relating to subdivision and zoning requirements of Palm Beach County may not be amended without the prior written consent of the office of the County Attorney of Palm Beach County.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Palm Beach County Public Records.

EXECUTED as of the date first above written

WITNESSES:

[Handwritten signature]
[Handwritten signature]

VERDE DEVELOPERS, a Florida partnership

By: YALE PROPERTIES, LTD., a Florida limited partnership, its general partner

By: WESTPARK DEVELOPMENT CORPORATION, a Florida corporation, its general partner

By: *[Handwritten signature]*
 Gordon Deckelbaum, President

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

The foregoing instrument was acknowledged before me this 25th day of November, 1980, by GORDON DECKELBAUM, President of WESTPARK DEVELOPMENT CORPORATION, a Florida corporation.

[Handwritten signature]
 Notary Public, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires Sept. 26, 1983
 Bonded by American Fire & Casualty Company

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EXHIBIT "A"

Real Property legal description:

A parcel of land known as L'Ambiance of Via Verde,
P.U.D. according to the Plat thereof, as recorded in Plat
Book 39, Page 59-61 inclusive, of the Public Records of
Palm Beach County, Florida.

NOT A CERTIFIED COPY

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EXHIBIT "B"

Legal description of "Common Areas":

Parcels A, B, C, F, G, H and J of L'Ambiance
OF Via Verde P.U.D., according to the plat
thereof as recorded in Plat Book 39, Page 59,
of the Public Records of Palm Beach County,
Florida.

NOT A CERTIFIED COPY

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