

SUBDIVISION RESTRICTIONS COVERING
INDIAN CREEK PHASE V, A SUB-
DIVISION OF PALM BEACH COUNTY, FLORIDA,
ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 46 AT PAGES 84-85
OF THE PUBLIC RECORDS OF PALM
BEACH COUNTY, FLORIDA.

DEFINITIONS:

1. "Declarant" shall mean and refer to INDIAN CREEK JOINT VENTURE, a Florida general partnership and its assigns.
2. "Grantee" or "Owner" shall mean the person, firm, corporation, or entity (one or more) to whom Declarant first conveys the land herein described or any part thereof and the Grantee's and Owner's heirs, executors, administrators, successors, assigns, and all persons, firms, corporations, or entities claiming by, through or under such Grantee or Owner. Wherever in this document the masculine gender is used, it shall be deemed to include the feminine or neuter and the singular shall include the plural, as the context may require.
3. "Subdivision" shall mean the land subdivided as shown on the Plat of INDIAN CREEK PHASE V, recorded in Plat Book 46, at Pages 84-85, of the Public Records of Palm Beach County, Florida.
4. "Phase Common Area" shall mean real property as defined in Article I, Section 4 of the DECLARATION OF COVENANTS AND CONDITIONS, if any.
5. "Lot" shall mean the parcel of real property as defined in Article I, Section 6 of the DECLARATION OF COVENANTS AND CONDITIONS.
6. "Phase V Association" shall mean the corporation as defined in Article I, Section 1 of the DECLARATION OF COVENANTS AND CONDITIONS.
7. "Villa(s)", "Home(s)", "Quadraplex(es)", and Duplex(es)" shall mean such dwellings as defined in Article I, Section 6(a)-(d) of the DECLARATION OF COVENANTS AND CONDITIONS.

RESTRICTIONS THAT APPLY TO INDIAN CREEK PHASE V, A SUBDIVISION OF PALM BEACH COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 46, AT PAGES 84-85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ARE AS FOLLOWS:

1. Land Use and Building Type:

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than for single family occupancy.

2. Dwelling Quality and Size:

No dwelling shall be permitted on any Lot of a lesser value or quality than the basic models without optional extras on display at the Subdivision, it being the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date on which these covenants are recorded at the minimum cost stated herein for the maximum permitted dwelling size. Reference to quality herein refers only to the aesthetic, architectural and structural aspects of the dwelling and it is not intended that personal property within said dwelling be restricted. The ground floor area of a two story residential building exclusive of open porches and

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garages, shall not be less than 600 square feet; the ground floor area of a single story residential structure, except for a garden apartment, and exclusive of open porches and garages, shall not be less than 800 square feet; and the ground floor of a garden apartment, exclusive of open porches shall not be less than 700 square feet.

3. Lot Area and Width:

No dwelling shall be erected on any parcel other than within a Lot as described on the Plat of INDIAN CREEK PHASE I, as recorded in the Plat Book Pages of the Public Records of Palm Beach County, Florida. No Lot shall be divided or resubdivided.

4. Easements:

Declarant, for itself and its grantees, legal representatives, successors and assigns, hereby reserves and is given an assignable, alienable and reasonable easement, privilege, and right on, over, under and through the ground to erect, maintain, and use interior roadways and gutter systems, electric and telephone poles, wires, raceways, cables, cable television, conduits, water mains, drainage lines, or drainage ditches, sewers, and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission, and use of electricity, master television antenna, security systems, telephone, gas, lighting, heating, water, drainage, sewage, etc., and other conveniences or utilities, on, in, over and under all of the easements shown or referred to in the Plat (whether such are shown on the Plat to be for drainage, utilities or other purposes) or on, in, over and under each Lot, Villa, Home, Quadraplex and Duplex if any, townhouse, or any other residential structure, Declarant shall have the unrestricted and sole right and power of alienating, encumbering, and releasing the privileges, easements and rights referred to in this Section. The Owners of the Lot or Lots, or any other residential structure, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any poles, wires, cables, raceways, conduits, pipes, mains, valves, lines, etc. or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements and shall, in no way, prevent the repair and/or replacement of any poles, wires, cables, raceways, conduits, pipes, mains, valves, lines, etc. utilized in the transmission of such utilities and public services or access to same in any way whatsoever.

Within the aforementioned easements, no structure, planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements.

No Owner shall sever, discontinue, disrupt, or otherwise interfere with or cause to be severed, discontinued, disrupted, or otherwise interfered with the provision of, installation or maintenance and repair of the above cited utility services or public services to any Lot, Villa, Home, Quadraplex or Duplex, or other residential structure.

NO OBSTRUCTION SUCH AS GATES, FENCES OR HEDGES SHALL BE PLACED ON ANY LOT SO AS TO PREVENT ACCESS TO OR USE OF ANY OF THE AFOREMENTIONED EASEMENTS, ETC.

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The easement area both public and private of each Lot shall be maintained continuously by the Owner of the Lot except those areas which are common to Phase V and will be maintained by the Phase Association.

5. Reciprocal Easements:

There shall be reciprocal appurtenant easements between each Lot upon which a Villa is constructed, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls and any nonparty wall or walls, for lateral and subjacent support; for roofs and eaves and for replacements thereof; and for encroachments caused by the unwilling placement, settling, or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of these Restrictions. To the extent not inconsistent with the terms of these Restrictions, the law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than six (6) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachments if the same is caused by willful misconduct on the part of an Owner, his successors or assigns.

6. Party Walls:

(a) Each wall which is built as a part of the original construction of a Villa, Quadraplex or Duplex and placed on the dividing line between the Villas, Quadraplexes or Duplexes shall constitute a party wall, and, to the extent not inconsistent with the provisions of these Restrictions, the general rules of the law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(c) If a party wall is destroyed or damaged by fire or other casualty and if such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it, and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Notwithstanding any other provision of these Restrictions, an Owner who, by any 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.

(e) The right of any Owner to contribution from any other Owner under this Restriction shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) In the event of any dispute arising concerning a party wall, or under the provisions of this Restriction, each Owner shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after

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written request therefor, the Phase V Association shall select an arbitrator for the refusing Owner.

(g) In the event an Owner shall fail to effect reasonable repair and maintenance of a party wall pursuant to this Section, in a manner satisfactory to the Board of Directors of Phase V Association, then Phase V Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the party wall. The cost involved therein shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by Phase V Association pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

7. Wells:

No wells may be drilled or maintained on any Lot without the prior written approval of Declarant. Any such approved wells shall be constructed, maintained, operated, and utilized by the Owners of said Lots in strict accordance with any and all applicable statutes and state, county, city and all other governmental rules and regulations pertaining thereto.

8. Nuisances:

No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Subdivision, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Subdivision, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Subdivision, except by Declarant. All parts of the Subdivision shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard be allowed to exist. No Owner shall permit any use of his Lot or make any use of the Phase Common Area that will increase the cost of insurance upon the Subdivision above that required when the Lot is used for the approved purposes, or that will cause any such insurance to be cancelled or threatened to be cancelled, except with the prior written consent of the Phase V Association.

9. Temporary or Permanent Structures and Use:

No structure of a temporary character, cyclone or chain link fence, trailer, storage shed, radio and/or television antenna, basement, tent, shack, garage, barn, or other building shall be moved to, erected on, or used on any Lot at any time for a residence, workshop, office, storage room, either permanently or temporarily. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the homes to be erected in this Subdivision, no gas tank, gas container, or gas cylinder, propane tank or any other type of fuel container shall be permitted to be placed on or about the outside to any of the houses built in this Subdivision or any ancillary building unless enclosed on all sides by a screening approved by an architectural control committee as hereinafter defined.

No canvas or metal awnings shall be permitted and no canvas, pipe or any other type of carport shall be constructed on any Lot, however, should the Declarant determine that carports can be constructed in INDIAN CREEK PHASE V, in such manner and design as to continue the homogeneous aesthetics of the community, then thereafter, Owners may have carports constructed on any Lot between the street and the front of any home per

plans, specifications and conditions prescribed by Declarant and approved in advance in writing by Declarant. In such event, no carport shall be constructed except per such uniform construction requirements. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits.

For any garage constructed on any Lot, the door therefor must be maintained in a completely closed position except when entering or exiting the garage.

10. Oil, Mining, and Pumping Operations:

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

No pumping or draining of creeks, lakes or other waterways for irrigation purposes or otherwise shall be permitted or carried out on any Lot or by any Owner without prior written consent of Declarant.

11. Animals, Livestock and Poultry:

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, exotic or normal bird, poultry, guineas, etc., shall be kept, permitted, raised or maintained on any Lot.

No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. An Owner may have (1) dog of any size or two (2) dogs so long as their aggregate weight does not exceed forty (40) pounds. However, not more than two (2) dogs, not more than one (1) cat, and not more than four (4) birds may be kept indoors on a single Lot for the pleasure and use of the occupants, but not for any training, commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Declarant, become dangerous or any annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Said sole and exclusive opinion of Declarant shall be evidenced by writing to the Owner of the Lot whereupon the Owner shall have three (3) days to remove said animal. Birds shall be kept caged at all times.

In no event shall an Owner or any other person allow a dog in the streets, alleys or parkways or on another Owner's Lot in any Phase of INDIAN CREEK unless carried or held on a leash not to exceed six (6) feet. Each Owner shall be responsible for picking up his dog's droppings in the streets, alleys or parkways or on any other Owner's Lot in INDIAN CREEK PHASE V, and placing them in a plastic tie bag and disposing of same in garbage containers.

12. Signs:

(a) Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except "For Sale" signs, which signs may refer only to the particular Lot on which displayed, shall not exceed two (2) square feet in size, shall not exceed more than three (3) feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign to a Lot. Any such "For Sale" sign requires the prior, written consent of the Phase V, Association before being displayed or placed. Only when a home is "open for inspection" and only so long as the particular home is attended by a representative of the Owner, may a sign advertising such, which sign shall not exceed three (3) square feet in

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size, and which shall meet all of the other requirements of this Section, be displayed or placed. Declarant may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

(b) Nothing contained in these Restrictions shall prevent Declarant, or any person designated by Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures and Declarant may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.

13. Architectural Control, Walls and Fences:

No building, wall, fences, cyclone, wire or otherwise, including but not limited to, energy producing structure or generators, shall be constructed, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein including exterior painting, be made until the plans and specifications showing the nature, kind, shape heights, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relations to surrounding structures and topography by an Architectural Control Committee composed of three (3) or more persons appointed by the President of Phase V Association; however, cyclone or chain link fences are strictly prohibited. Members of an Architectural Control Committee appointed by Declarant may continue to serve thereon for two (2) years subsequent to the date of cessation if Class B membership. Such approval shall be in the sole discretion of the appropriate decision-making body. In the event said Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Nothing contained herein shall relieve the Owner from the responsibility of obtaining appropriate governmental approvals and permits. Small enclosed areas in back yards may be built by Lot Owners subject to Declarant approval. Lot Owners shall be responsible to maintain lawns and shrubs within any such enclosures.

Notwithstanding anything to the contrary, no wall, fence or similar structure shall extend beyond the rear wall line or foundation of neighboring Lots and/or primary residential structures thereon, without the prior, written consent of the above-cited architectural committee. In the event there are no structures on either side of any Lot, any Lot Owner desiring to erect any wall, fence or similar structure must obtain prior, written consent of said architectural committee.

14. Maintenance of Exterior of Owners' Property:

In the event an Owner of any Lot shall fail to maintain the exterior of his premises and the improvements situated thereon, including but not limited to his lawn, in a manner satisfactory to the Board of Directors, the Phase V Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon, including but not limited to the lawn. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. Said assessment shall be enforced by Phase V Association pursuant to the DECLARATION OF COVENANTS AND CONDITIONS.

15. View Obstructions:

Declarant shall have the right, but not the obligation, to remove, relocate or require the removal or relocation of any

wall, bank, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment and opinion of the Declarant, obstruct the vision of a motorist upon any of the private access streets.

16. Parking:

Each Lot shall be provided with designated parking space within the Lot's boundaries or in designated parking areas, if any. No Owner shall block, encumber, interfere with, obstruct or situate items of personal property on the parking space of another Owner or any portion thereof. Except as hereinafter provided, no Owner or person having the use of a commercial vehicle or recreational vehicle shall park or allow to be parked either of said vehicles on his residential property or in the paved areas, street, alleys or parkways in INDIAN CREEK PHASE V for a period in excess of one (1) hour unless:

1. Such vehicle is engaged in legitimate loading or unloading activities or an adjunct to work being carried on, in or about an adjacent Lot; or

2. Such vehicle is parked in a covered garage or carport, completely screened from public view by storage in an enclosed structure

Definitions:

The term "commercial vehicle" for the purposes of this Paragraph shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Class</u>	<u>Descriptive Classification</u>
Nos. 31 (over 1,500 lbs capacity per rear wheel), 32, 33 and 34	Commercial trucks
No. 35	Bus for hire
No. 36	Bus local
Nos. 37 and 38	Bus
Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49	Truck-tractors
Nos. 54 (over 1,500 lbs capacity per rear wheel) and 55	Trailer for hire (without a boat)
No. 56	Semi trailer
No. 92	Ambulance, hearse, wrecker, privately owned school bus
No. 94	Tractor crane

Definitions:

The term "recreational vehicle" shall be defined as any one of the following classified vehicles:

<u>State of Florida Vehicle Tax Class</u>	<u>Descriptive Classification</u>
No. 51	Mobile home

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| Nos. 54 (over 1,500 lbs capacity per rear wheel) and 55 | Trailer for hire (with boat attached thereto) |
| Nos. 61, 62, 63 and 64 | Travel trailer, camp trailer, motor coach |
| No. 93 | Boats or boat trailers |

No automobile, truck, van or commercial or recreational vehicle shall be parked permanently in the drive or street area for a prolonged period of time. Such occurrence shall be construed by the Phase V Association, in its sole discretion, as an "abandonment" and Phase V Association is hereby empowered to take any remedial action deemed appropriate in its sole discretion.

17. Access to Lots:

There shall be no access to any Lot other than by roadways, sidewalks, paths, walks, driveways, passageways, paved surfaces and lanes designated on the Plat of INDIAN CREEK PHASE V established for such access.

18. Window Treatment:

Window treatment if utilized on any Villa, Home, Quadruplex or Duplex shall be confined to customary tinting, drapes, or blinds. No foil, newspapers, blankets, sheets or the like shall be permitted.

19. Clotheslines or Outdoor Recreation Equipment;

There shall be no clotheslines or other means of hanging cloths, clothing, linens, curtains, rugs, capets, mops or laundry of any kind, or any other article, and no such item shall be hung on or to the exterior of any buildings, villas, walls, fences or other structures.

There shall be no outdoor recreation or yard equipment or play accessories, such as, without limitation, swing sets, jungle gyms, sand boxes, above-ground pools, unless sufficient, surrounding screening from public view is provided with the prior, written consent of the above-cited Architectual Control Committee.

20. Water Softener:

Provided the design, construction and installation location shall have first been approved by the Declarant or, thereafter, by the Phase V Association, in writing, Owners may have water softener units installed. No such equipment shall be above ground level more than eighteen (18) inches.

21. Unit Plates:

A plate showing the number of the home shall be placed on each home and, at the option and expense of the Owner, a nameplate showing the name of the Owner may also be placed on such home. However, the size, location, design, style, and type of material for each such plate shall be first approved by Declarant, in writing.

22. Electrical Interference:

No electrical machinery, devices or apparatus of any sort, including, but not limited to radio and television antennae, shall be used or maintained in any Lot which causes interference with the television and radio reception in any other Lot.

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23. Mail:

No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by Declarant.

24. Duty to Maintain:

All fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior boundaries of a home, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act, nor any work, nor allow any condition to exist that will impair the structural soundness or integrity of another home or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

25. Rights of Others:

Each Owner and occupant of a home shall use the Phase Common Area in such a manner as shall not abridge the equal rights of the other Owners and occupants of homes to the use and enjoyment thereof.

26. Regulations:

Reasonable rules and regulations concerning the appearance and use of the Subdivision may be made and amended from time to time by the Phase V Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of the regulations and amendments thereto shall be furnished by the Phase V Association to all Owners and residents of the Subdivision upon request.

27. Restrictions Uniform:

These Restrictions are to run with the land and are hereby incorporated by reference in all deeds or other instruments of conveyance which the Declarant may execute and deliver conveying land in this Subdivision whether or not specific mention of the Restrictions is made in such deeds or other instruments of conveyance. The Owner or occupant of each and every Lot in the Subdivision, by acceptance of title thereto or by taking of land in the Subdivision, thereby covenants and agrees for himself, his heirs, executors, administrators, successors, and assigns, that he will comply with and abide by each of the restrictions contained in this Instrument of Subdivision Restrictions and that he will exert his best efforts to keep and maintain the land in this subdivision as an area of high standards.

28. Remedies for Violation:

In the event of a violation or breach of any of these Restrictions, it shall be lawful for Owners or Phase V Association:

(a) To institute and maintain civil proceeding for the recovery of damages against those so violating or attempting to violate any such Restrictions; or

(b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Owner, Phase V Association,

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