

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

CHATEAU WOOD
HOMEOWNERS ASSOCIATION, INC.

Plaintiff,

CASE NO.:

v.

P&W REALTY HOLDINGS I LLC,
MICHELLE SARINA GOSS, AND
UNKNOWN OCCUPANT 1,

Defendants.

COMPLAINT FOR INJUNCTIVE RELIEF

Plaintiff, CHATEAU WOOD HOMEOWNERS ASSOCIATION, INC., hereafter referred to as “Association,” sues Defendants, P&W REALTY HOLDINGS I LLC (hereafter referred to as “OWNER”), MICHELLE SARINA GOSS and UNKNOWN OCCUPANT 1, and states:

1. This is an action for injunctive relief for which this court has jurisdiction.
2. Plaintiff is a homeowners’ association pursuant to Chapter 720, Florida Statutes and a Florida corporation not for profit pursuant to Chapter 617, Florida Statutes.
3. Plaintiff maintains and operates the community known as CHATEAU WOOD HOMEOWNERS ASSOCIATION, INC. in Palm Beach County, Florida.
4. OWNER is the fee simple owner of the property located at 4240 Village Dr., Unit B, Delray Beach, FL 33445 in the Chateau Wood community, hereafter referred to as the “Subject Property.”
5. OWNER is a member of the Association and is sui juris.
6. MICHELLE SARINA GOSS and UNKNOWN OCCUPANT 1 are sui juris.
7. The Subject Property is subject to the governing documents of the Association.

8. Article XVI, Section 2(b) of the Declaration of Restrictions for Chateau Wood (“Declaration”) provides in pertinent part that no unit may be leased without approval of the lessee by the Association.
9. Article XVI, Section 3(b)(2) of the Declaration provides that the Association may conduct credit and criminal background research and verification, charge application fees in an amount determined by the Board of Directors to obtain such reports and require that all prospective purchasers, lessees, residents and guests submit to an interview as part of the application process.
10. Article XVI, Section 3(b)(2) of the Declaration provides that Owners must provide the Association with notice and all accompanying information and obtain the Association’s approval concerning any guest that will reside in a unit for longer than thirty (30) days in the same manner as a proposed lease consistent with the provisions of Article XVI thereof.
11. Article XVI, Section 3(a)(2) of the Declaration provides that an owner intending to lease his unit shall give to the Association notice of such intention together with information concerning the intended lessee.
12. Article XVI, Section (4)(d)(1) of the Declaration provides that where there are any unresolved violations of the Association’s governing documents or rules and regulations by the Unit Owner of the Unit, the Association may disapprove an application to lease a Unit.
13. Article XVI(7) of the Declaration provides that any lease not authorized pursuant to the provisions of the Declaration shall be void and that the Association may require the removal of tenants, residents and guests that occupy Unit prior to obtaining the

Association's approval pursuant to the provisions of the Declaration.

14. Article V, Section 1(c), of the Association's Declaration provides that the attorney's fees and costs incurred in the context of the Association's covenant enforcement efforts are considered assessments secured by a lien against the property. A true and correct copy of the pertinent portions of the governing documents are attached hereto as Exhibit "A."
15. Contrary to the provisions of the Declaration, Defendants are allowing an unauthorized occupant to reside at the Subject Property.
16. Section 720.305, Fla. Stat., provides that each member and the member's tenant, guests and invitees, and each association, are governed by, and must comply with, Chapter 720, the governing documents of the community and the rules of the Association. The Section authorizes 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 against a member or any tenants, guests or invitees occupying a parcel or using the common areas.
17. Pursuant to Section 720.311(2)(a) Fla. Stat., the Association served a demand and a Statutory Offer to Participate in Presuit Mediation on August 26, 2025 via certified mail, return receipt requested and regular mail upon Defendants at their last known address.
18. Despite that Owner signed an agreement whereby Owner agreed to comply with the Association's governing documents, Defendants continue to remain in violation by having an unauthorized occupant reside at the Subject Property.
19. Defendants failed to participate and otherwise comply with the mandatory presuit

mediation procedures set forth in Section 720.311, Fla. Stat.

20. Defendants have failed to come into compliance with Association's governing documents.
21. Plaintiff has no adequate remedy at law and is suffering irreparable harm as a result of Defendants' failure to comply with Association's governing documents.
22. Sec. 720.305 Fla. Stat. and the governing documents of the Association authorize the recovery of reasonable attorneys' fees in actions to redress a failure or refusal to comply with the statute or the community's governing documents.
23. Plaintiff Association has complied with all conditions precedent to filing this action.
24. Association has engaged undersigned counsel for purposes of pursuing enforcement of the provisions of its Declaration and is obligated to pay a reasonable fee for his services.

WHEREFORE, Plaintiff, CHATEAU WOOD HOMEOWNERS ASSOCIATION, INC. requests that this Court grant the following relief:

- A. Take jurisdiction of the parties and this cause and enter an injunction against OWNER enjoining it to immediately evict and/or otherwise cause the removal of Defendant, UNKNOWN OCCUPANT 1, from the Subject Property;
- B. Enter an injunction against Defendant, MICHELLE SARINA GOSS, enjoining her to cease allowing unknown/unauthorized occupants to reside at the Subject Property and to evict and/or otherwise cause the removal of Defendant, UNKNOWN OCCUPANT 1, from the Subject Property;
- C. Enter an injunction against Defendant, UNKNOWN OCCUPANT 1, enjoining him/her to immediately vacate the Subject Property;

- D. Enter an injunction against OWNER and Defendant, MICHELLE SARINA GOSS, enjoining them to submit an application to and obtain the approval of the Association prior to allowing any individual to occupy the Subject Property;
- E. Enjoin Defendants to comply with the provisions of Association's governing documents, as they may be amended from time to time;
- F. Determine the amount of attorney's fees and costs that Plaintiff is entitled to recover from Defendants;
- G. Enter a judgment against Defendants in the amount of the attorney's fees and costs awarded to Plaintiff; and
- H. Enter any further relief that this Court may deem just and proper.

Dated this 26th day of November, 2025.

Ryan M. Aboud, P.A.
Counsel to Plaintiff Association
980 N. Federal Hwy., Ste. 110
Boca Raton, FL 33432
(561) 208-8206

Ryan@RMALaw.net
Danielle@RMALaw.net

By: /s/ Ryan M. Aboud, Esq.
Ryan M. Aboud, Esq.
FBN 27366

Vol. 4 Book 28

Exhibit "A"

DECLARATION OF RESTRICTIONS FOR BERMUDA ISLES IN DELRAY BEACH

THIS DECLARATION, made by Westminster Homes Corporation, a Florida corporation, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Palm Beach County, Florida, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and,

NOW, THEREFORE, Declarant hereby declares that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to BERMUDA ISLES IN DELRAY BEACH HOMEOWNER'S ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners. Initially, the Common Area shall consist of all portions of the Properties which are not Units, nor dedicated to a governmental entity or the public, including the open spaces between the Units, the private roads to the Units, the parking areas lying within the Properties and the recreational areas; and including "Tract A" and "Village Drive" as shown on the Plat of "Le Village De Provence" recorded in the Public Records in Plat Book 47, Page 32; and Tract "B", drainage system and Access

86 296906

NOV -6 PM 2:57

177 60

85064 P1474

Prepared by:
Jeffrey D. Kneen, Esq.
Levy, Shapiro & Kneen, P.A.
1675 Palm Beach Lakes Boulevard
Suite 500, Forum III, Tower A
West Palm Beach, Florida 33401
Telephone: (305) 478-4700

03826700217

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



CFN 20120165693
 OR BK 25164 PG 0012
 RECORDED 04/26/2012 16:01:46
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0012 - 17; (6pgs)

Prepared by and return to:
 Ryan M. Aboud, Esq.
 Backer Law Firm, P.A.
 The Arbor Suite 420
 400 South Dixie Highway
 Boca Raton FL 33432
 (561) 361-8535

CERTIFICATE OF AMENDMENT
 TO THE DECLARATION OF RESTRICTIONS FOR CHATEAU WOOD

WHEREAS, the Declaration of Restrictions for Chateau Wood has been recorded in the Public Records of Palm Beach County, Florida in Official Records Book 5064 at Page 1474; and

WHEREAS, at a duly called and noticed meeting of the membership of Chateau Wood Homeowners Association, Inc., a Florida, not-for-profit corporation, held on December 1, 2011 which was adjourned to February 29, 2012, the aforementioned Declaration of Restrictions for Chateau Wood was amended pursuant to the provisions thereof.

NOW THEREFORE, the undersigned hereby certify that the attached amendments to the Declaration of Restrictions for Chateau Wood are true and correct copies of the amendments approved by the membership.

WITNESS my signature hereto this 24th day of April, 2012 at Delray Beach, Palm Beach County, Florida.

Chateau Wood Homeowners Association, Inc.

Witness 1: [Signature]

Print Witness 1 Name: GREGORY HANNA

Witness 2: [Signature]

Print Witness 2 Name: SHELLA HANNA

By: Cynthia Campbell
 Cynthia Campbell, as President

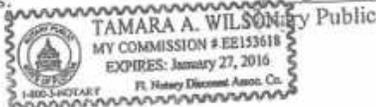
Attest: Renita Perrone
 Renita R. Perrone as Secretary

STATE OF FLORIDA
 COUNTY OF PALM BEACH

I HEREBY CERTIFY that, on this 12th day of April, 2012 before me personally appeared Cynthia Campbell and Renita Perrone, the President and Secretary respectively, of the foregoing corporation, known to me personally to be such, and acknowledged to me that the execution of the above certificate is the free and voluntary act and deed of them, and each of them, each himself and not for the other, and each acknowledged that the facts therein stated are true as set forth. They are personally known to me or have provided _____ as identification and did take an oath. In the absence of an indication of a type of proof, they are personally known to me.

My Commission Expires:

Print Notary Name:



Tamara Wilson

**AMENDMENT TO ARTICLE VI, SECTION 2 OF THE DECLARATION OF
RESTRICTIONS FOR CHATEAU WOOD**

(new text underlined; deleted text overstricken)

Section 2. Units. The Association shall at all times maintain the finished, outside, exterior surfaces of all dwellings and other exterior improvements on each Unit as originally constructed by Declarant, including the exterior surfaces of the walls, roof, and fences, but specifically excluding all windows or other glass, screening and exterior fixtures. This maintenance obligation pertains only to the exterior surfaces unless otherwise expressly indicated herein. Any maintenance repairs or replacement of improvements under the exterior surface is the obligation of the Owner thereof, provided, however, that the Association shall maintain, repair and replace as a common expense the entire roof of each building containing the Units notwithstanding anything to the contrary contained in this Declaration. ~~as to the roof, the Association is responsible for the maintenance and repair of the roof tiles and paper (or the like) which are above the plywood sheathing (or the like) of said roof.~~ Further, as to that portion of the sewer/waste disposal lines which runs beneath two adjoining units, and ultimately hooks up with a main sewer/waste disposal line (i.e. a line which services more than two [2] Units), the adjoining unit owners are responsible for the maintenance and repair thereof in accordance with Article XX of this Declaration. The Association shall also maintain all landscaping upon the Unit which is outside the fenced-in privacy areas of each dwelling. Each Owner shall maintain all landscaping and other ground surfaces inside the privacy areas.

**AMENDMENT TO ARTICLE VII, SECTION 1 OF THE DECLARATION OF
RESTRICTIONS FOR CHATEAU WOOD**

(new text underlined; deleted text overstricken)

Section 1. Owner's Responsibility. Each Unit Owner is responsible for the repair, maintenance and/or replacement at his expense of all portions of the dwelling and other improvements constructed on his Unit which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, and all doors (except the exterior surface thereof), windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense ~~the roof (except as otherwise provided in ARTICLE VI hereof)~~ and all structural, electrical, mechanical and plumbing elements thereof. Owners of adjoining units shall maintain at their expense ~~the~~ that portion of the sewer/waste disposal lines which runs beneath their adjoining units as set forth in Article

XX of this Declaration. Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and Architectural Control Committee, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls (except for windows and screens), roof or fence located on a Unit and is prohibited from planting of any additional landscaping except within the fenced-in privacy area, without said consent.

AMENDMENT TO ARTICLE XVII, SECTIONS 1 AND 2 OF THE DECLARATION OF RESTRICTIONS FOR CHATEAU WOOD

(new text underlined; deleted text overstricken)

Section 1. It is contemplated that portions of the roof of each building containing the Units will extend over more than one (1) Unit and shall be a common roof. The Association shall maintain, repair and replace as a common expense the entire roof of each building containing the Units notwithstanding anything to the contrary contained in this Declaration. ~~In the event that a portion of a roof requires repair or replacement by the Owners pursuant to ARTICLE VII hereof, then the cost thereof in excess of insurance proceeds, if any, shall be shared pro-rata by the Owners of the Units over which that portion of the roof to be repaired or replaced is situated; provided, however, that in the event that damage or destruction is confined to the roof area wholly within the dimensions of a single Unit, cost of repair and replacement thereof which is in excess of insurance proceeds, if any, shall be paid by the Owner of said single Unit. If the damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement, in excess of insurance proceeds. If any Owner shall neglect or refuse to perform the maintenance as required in this Article or pay his share, or all of such cost, as the case may be, the Association any other affected Owner may have such roof repaired or replaced and shall be entitled to file in the Public Records a lien on against the Unit of the other Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus attorneys' fees and costs, which may be foreclosed in the same manner as a lien of a mortgage or a lien for assessments as elsewhere provided in this Declaration.~~ If an Owner shall give, or shall have given a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owners.

~~Section 2. — Arbitration. — In the event of any dispute arising under the provisions of this Article, any party may request the Board of Directors to settle the dispute, and the Board's decision shall be binding, provided, however, that the Board may elect not to act in this capacity, in which case each party shall choose an arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be a majority of all the arbitrators and shall be binding.~~

AMENDMENT TO ARTICLE XVI, SECTION 3(b)(2) OF THE DECLARATION OF RESTRICTIONS FOR CHATEAU WOOD

(new text underlined; deleted text overstricken)

(2) Sale or Lease. If the proposed transaction is a sale or lease, then within ~~ten (10)~~ thirty (30) days after receipt of the notice and information concerning the proposed purchaser or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. The Association may conduct credit and criminal background research and verification, charge application fees in an amount determined by the Board of Directors to obtain such reports and require that all prospective purchasers, lessees, residents and guests submit to an interview as part of the application process. Owners must provide the Association with notice and all accompanying information and obtain the Association's approval concerning any guest that will reside in a unit for longer than thirty (30) days in the same manner as a proposed lease consistent with the provisions of Article XVI hereof. If the transaction is a sale, the approval shall be stated in a certificate, executed by the Association, the form of which is attached hereto as EXHIBIT "E", which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. The grantee shall provide the Association with a photocopy of the recorded deed. If the transaction is a lease, the approval shall be executed in a similar manner as said EXHIBIT "E" and delivered to the lessor. The liability of the Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

AMENDMENT TO ARTICLE XVI, SECTION 3(b)(3) OF THE DECLARATION OF RESTRICTIONS FOR CHATEAU WOOD

(new text underlined; deleted text overstricken)

(3) Gift; Devise Or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ~~ten~~ thirty (30) days after receipt of the notice and information required to be furnished concerning such Owner, the Association must either approve or disapprove the continuance of the Owner's ownership of the Unit. The Association may conduct credit and criminal background research and verification, charge application fees in an amount determined by the Board of Directors to obtain such reports and require that all prospective purchasers, lessees, residents and guests submit to an interview as part of the application process. If approved, the approval shall be stated in a certificate, executed by the Association, in the form of which is attached hereto as EXHIBIT "E", and which shall be recorded in the Public Records.

AMENDMENT TO ARTICLE XVI, SECTION 4 OF THE DECLARATION OF RESTRICTIONS FOR CHATEAU WOOD ADDING A NEW PARAGRAPH (d)

(new text underlined)

(d) The following circumstances shall be considered violations of the Association's Declaration of Restrictions and the Association may disapprove an application to sell, lease or renew a lease for a Unit where any of the following circumstances exist:

1. There are any unresolved violations of the Association's governing documents or rules and regulations by the Unit Owner of the Unit to which the application relates or any of the Unit's current occupants;

2. The application reflects (or the Association otherwise discovers) that the prospective owner, lessee or occupant would, upon taking occupancy of the premises, be in violation of a provision of these covenants;

3. The Owner is delinquent in the payment of any sums owed to the Association, whether said sums are in the form of delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing Unit Owner or the Unit's current occupants;

4. Any proposed owner or occupant of the subject property is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list;
5. Any proposed owner or occupant of the subject property has been convicted of a felony within ten (10) years of the date of the application to the Association that involved violence or the use of a deadly weapon;
6. When the application is for a proposed sale, the purchaser intends to finance more than ninety-six and one-half percent (96.5%) of the contract purchase price;
7. A proposed owner, lessee or occupant of the subject property fails to submit to an interview with the Board of Directors or its Agent; or
8. A proposed owner, lessee or occupant has negative credit history.

Notwithstanding anything contained herein to the contrary, the Association shall have no obligation to provide a substitute purchaser or lessee in the event that the proposed transfer or lease application reflects that the proposed purchaser, lessee or occupant would, upon taking occupancy of the premises be in violation of a provision of these covenants, including a violation identified in paragraphs 1 through 6 above. The same shall apply in the event that the Association discovers that said prospective purchaser or lessee would be in violation of these Covenants where it is not indicated in the application.

**AMENDMENT TO ARTICLE XVI, SECTION 7 OF THE DECLARATION OF
RESTRICTIONS FOR CHATEAU WOOD**

(new text underlined; deleted text overstricken)

Section 7. Unauthorized Transactions. Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association. The Association may require the removal of purchasers, tenants, residents and guests that occupy Units prior to obtaining the Association's approval pursuant to the provisions of this Declaration, including, but not limited to those purchasers, tenants, residents and guests who fail to submit all necessary materials to the Association or submit to an interview.

indebtedness known which may become the basis of vendor's, mechanics' or materialmen's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the construction funds after the payment of the sum so requested.

(b) It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of all improvements other than dwellings, and then to the dwellings. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to or kept by the Association. In the event special assessments had been made against some, but not all, Owners, under Section 14 hereof, then the Association shall return said balance, pro-rata, to the Owners who paid said special assessment.

Section 16. Effect of Mortgagee Endorsements Concerning Insurance Proceeds. In the event a mortgagee endorsement has been issued on any Unit, the share of the Owner shall be held in trust for the mortgagee as its interest may appear. PROVIDED, HOWEVER, that no mortgagee shall have the right to apply or have applied to, the reduction of its mortgage debt any insurance proceeds. All mortgagees agree to waive the rights to said proceeds if the same are used pursuant to the provisions of this Declaration to pay for the restoration of such damage. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Owner from his duty to reconstruct damage to his dwelling as heretofore provided.

Section 17. Authority of Association. In all instances herein, except when a vote of the membership of the Association is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

ARTICLE XVI

RESTRICTIONS ON TRANSFERS AND LEASES

Section 1. In order to maintain a community of congenial residents who are financially and socially responsible and thus protect the value of the Units, the transfer and mortgaging of Units by other than the Declarant shall be subject to the provisions hereinafter set forth.

Section 2. Transfers Subject To Approval:

(a) Sale. No Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association. All dispositions under this ARTICLE XVI, or otherwise, shall comply fully with all of the provisions of this Declaration and its Exhibits.

(b) Lease. No Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. A Unit shall not be leased for a term less than three (3) months and not more than twice during any calendar year.

(c) Gift. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

85064 P1490

(d) Devise or Inheritance. If any Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

Section 3. Approval Of Association. The approval of the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

(a) Notice To Association.

(1) Sale. An Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended purchaser as set forth on the form marked EXHIBIT "D" attached hereto. Such notice, at the Owner's option, may include a demand by the Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) Lease. An Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with such information concerning the intended lessee as set forth on the form marked EXHIBIT "D" attached hereto. Such notice, at the Owner's option, may include a demand by the Owner that the Association furnish a lessee for the Unit if the proposed lessee is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed lease.

(3) Gift, Devise Or Inheritance, Other Transfers. An Owner who has obtained his title by a gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Owner as the Association may require and a copy of the instrument evidencing the Owner's title.

(4) Failure To Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event allegedly transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Bona Fide Offer. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

(b) Approval By Association.

(1) Transfer Fee. There may be a transfer fee, as established and charged by the Association for the approval procedures set forth in this Article.

(2) Sale Or Lease. If the proposed transaction is a sale or lease, then within ten (10) days after receipt of the notice and information concerning the proposed

85064 P1491

purchaser or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale, the approval shall be stated in a certificate, executed by the Association, the form of which is attached hereto as EXHIBIT "E", which shall be recorded, at the expense of the party recording the deed, in the Public Records as an attachment to the instrument of conveyance. The grantee shall provide the Association with a photocopy of the recorded deed. If the transaction is a lease, the approval shall be executed in a similar manner as said EXHIBIT "E" and delivered to the lessor. The liability of the Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) Gift; Devise Or Inheritance; Other Transfers. If the Owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within ten (10) days after receipt of the notice and information required to be furnished concerning such Owner, the Association must either approve or disapprove the continuance of the Owner's ownership of the Unit. If approved, the approval shall be stated in a certificate, executed by the Association, in the form of which is attached hereto as EXHIBIT "E", and which shall be recorded in the Public Records.

(4) Approval Of Corporate Owner Or Purchaser. If the proposed purchaser of a Unit is a corporation or other entity, the approval of the ownership by the entity will be conditioned upon requiring that all persons who shall be Occupants of the Unit be approved by the Association, and that the principals of the Corporation or entity shall guarantee the performance by the corporation of the provisions of this instrument and execute either a copy thereof or a certificate to that effect.

(5) Failure To Approve. Failure of the Association to either approve or disapprove within the terms set forth shall be deemed approval.

Section 4. Disapproval By Association. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

(a) No Request For Substitute. If the proposed transaction is not approved and the Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval and the transaction shall not be consummated.

(b) Sale Or Lease -- Request For Substitute. If the proposed transaction is not approved and the request for substitute has been made, the Association shall deliver, or mail by registered mail, to the Owner a bona fide agreement to purchase or rent the Unit by a purchaser or lessee approved by the Association who will purchase or lease and to whom the Owner must sell or lease the Unit upon the following terms:

(1) The price to be paid and terms of payment shall be as stated in the disapproved offer to sell or rent.

(2) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase or on the closing date set forth in the disapproved offer to sell, whichever last occurs. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Owner in the manner provided, or if a purchaser or lessee furnished by the Association

B5064 P1492

appearing on the Plat of LE VILLAGE De PROVENCE, in Plat Book 47, Page 32, Public Records, and the Plat of LE VILLAGE De PROVENCE -- Plat II, to be recorded in the Public Records.

Section 2. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area and facilities to specified members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Unit shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

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

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B members shall be the Declarant and shall be entitled to one hundred and forty-nine (149) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

(a) Four (4) months after 75% of the Units that will be ultimately operated by the Association have been purchased by Unit purchasers; or,

(b) Three years following conveyance of the first Unit in the Properties to a Unit purchaser; or,

(c) Such earlier date as Declarant may determine.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 and Section 4 of this ARTICLE V:

(a) The annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes. At such time that there are improvements in any Common Area for which the Association is responsible to maintain, repair and replace, the Association shall include a "Reserve for Replacement" in the annual assessment in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. Such assessments shall be in equal amounts against the Owners of each Unit.

85064 P1477

(b) Special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the Owners of each Unit.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties hereby covenants, and each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that the annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Unit, name of the Owner, amount due and the due dates. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives. Such personal obligation shall not pass to successors in title unless assumed by them.

Section 3. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant to a purchaser thereof (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The annual assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date. As to Units owned by Declarant, Declarant shall have the option, in its sole discretion, until such time that title to all the Units upon the Properties (as described herein and as annexed thereto pursuant to ARTICLE II hereof) have been conveyed by Declarant to a purchaser, to either: (i) contribute such funds to the extent deemed necessary in the determination by Declarant to pay any difference between annual assessments receivable from conveyed Units and the actual operating costs of the Association; or (ii) pay the annual assessment in effect at that time for each Unit to which it has not conveyed title, upon which a residential dwelling has been constructed.

Section 4. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) The annual assessment shall be established by the adoption of an Operating Budget, as established by the Board of Directors at a duly called meeting of the Board of Directors. At such time as Class B Membership ceases, any increase in the annual assessment above the assessment for the previous year, must be approved by a majority vote of the members present, in person or by

85064 P1478