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## SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Ocean Walk Place Home Owners' Association, Inc., a Florida not-for-profit corporation, made this Second Amended and Restated Declaration this 7<sup>th</sup> day of November 2022.

WHEREAS; for purposes WITNESSETH:  
hereof Ocean Walk comprises the Property described in Article II, Section 1 and as originally platted and recorded in the Public Records of Palm Beach County as listed in Exhibit B hereof.

WHEREAS, pursuant to a majority consent of those Members in good standing casting a vote as set forth in the Amended and Restated Declaration dated October 9, 2009 recorded at Book 23522, Page 552 in the Public Records of Palm Beach County, Florida, desire to amend the Declaration and desire to subject the Property to this Declaration which supersedes all previous Declarations.

*(Note: This document is a substantial rewording of the Amended and Restated Declaration. See the Amended and Restated Declaration for the prior text).*

NOW, THEREFORE, a majority of those Members casting a vote agree that the Property described in Exhibit A hereof, as originally platted and described in the Public Records listed in Exhibit B hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, Assessments and liens as hereinafter set forth in Article I to Article XI of this Declaration as indexed below.

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## **ARTICLE I: Definitions**

**Section 1. Definition Usage.** Definitions given in this Article are underlined when used in this Declaration.

**Section 2. Definitions.** The following words and terms when used in this Declaration shall have the following meanings:

**Article** a major subsection of this Declaration unless another Governing Document is specifically called out.

**Agent** one authorized by the Board to act in the Association's behalf.

**Articles** the Articles of Incorporation of the OCEAN WALK PLACE HOME OWNERS' ASSOCIATION, INC., as filed with the Secretary of State of Florida and as may be amended from time to time.

**Assessment** those charges made by the Association from time to time against each Lot within the Property subject to the terms in Article VI, Assessments.

**Association** shall mean OCEAN WALK PLACE HOME OWNERS' ASSOCIATION, INC., a not-for-profit corporation chartered under the laws of the State of Florida and its successors.

**Board** the group of Members who manage the business of the Association as defined in Article IV, Functions of the Association, of the By-Laws.

**Board approval or Board-approved** approval by a majority vote of the Board at a Board meeting or by unanimous written agreement of all Board members if a Board meeting is not held. Any single member of the Board can never give board approval.

**By-Laws** the currently approved version of the By-Laws of the Association.

**Common Area** those areas of Community Property, which are identified and dedicated to the Association as Common Area devoted to the common use and enjoyment of all Association Members.

**Covenants** the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ocean Walk Place Home Owners' Association, Inc.

**Community Property** those areas of land, together with any Improvements, which are deeded to the Association. Community Property shall also include any personal property acquired by the Association as Community Property.

**Declaration** this document.

**Emergency** a sudden unexpected occurrence posing an immediate threat to people or property.

**Governing Documents** this Declaration, the Articles, the By-Laws, Rules and Regulations and Procedures, in descending order of precedence.

**Improvements** all additions or changes on a Lot or the Community Property that are not repairing, replacing or restoring to the original condition. Improvements would include, but not be limited to, changes or additions to landscaping, structures, buildings, fences, walls, mailboxes, driveways, roadways, parking areas, security systems, equipment, residences, screened enclosures, drains, decks, dish antennas and swimming pools.

**Lot** any plot of land shown as a Lot on the recorded Plats of the Property and the Improvements thereon.

**Member or Owner** the record titleholder, whether one or more persons or entities, of the fee simple title to any Lot situated on the Property excluding those having an interest solely as security on a loan.

**Member in Good Standing** a Member, joint tenancy or legal entity that is not delinquent on any Assessment, that is not currently, as found by the Board, in violation of any of the provisions of the Governing Documents and that has provided the management company a copy of the deed to their Lot.

**Procedure** a Board-approved document that describes how the various organizations supporting the Board work together and with the Members to carry out the enforcement and review actions created in this Declaration.

**Plat** shall mean the plat of the Property recorded in the public records of Palm Beach County, Florida as amended from time to time.

**Privacy Walls** those stuccoed, cement block walls on the Property, approximately seven feet tall, which are placed on or near a Lot's boundary line including wooden, aluminum or other approved material fence and gate sections.

**Property** all of the real property described in Exhibit A of this Declaration.

**Resident** a person who is living on the Property for a day or more.

**Rules and Regulations** a Board-approved supplement to this Declaration that may expand on the restrictions in this Declaration.

## **ARTICLE II: Property Description**

**Section 1. Property Subject to this Declaration.** The following property shall be subject to this Declaration:

- A. The real property defined in Exhibit A of this Declaration, and
- B. The personal property of the Association, the Residents, the maintenance and construction personnel, the guests and the tenants as specifically identified in this Declaration or as may become involved in executing the functions in Article IV, Functions of the Associations.

**Section 2. Ocean Walk Development Description.** The Property consists of 185 single-family, residential Lots and Community Property. All Community Property except the Mako Lane, Phase II Tract A, is Common Area. Tract A is for the exclusive use of the maintenance personnel employed by the Association and those Members in good standing who contract to store a vehicle or boat in the designated areas of Tract A.

A drawing showing the location of each type of Property is shown on Exhibit C of this Declaration.

**Section 3. Community Property Management.** The Board through the Property Management Company shall be responsible for the management and maintenance of the Community Property and all Improvements thereon. Community Property Improvements shall include, but not be limited to, furnishings, the private roadways, security equipment, gates, sprinkler systems, landscaping, street and area lighting, mailboxes, all signage, guest parking areas, the Mako Lane Tract A storage and maintenance area, the pond and the canals.

**Section 4. Extent of Owners' Use of Common Areas.** The Association has the right to establish reasonable restrictions on the use of the Common Areas. Those restrictions are listed in Article VIII, Covenants, Conditions and Restrictions.

**Section 5. Restitution for Damage to Community Property.** If an Owner, his guests, tenants, licensees, agents, contractors, family members or pets damage Community Property, the Board has the right to:

- A. Repair the damaged property so that its functional capability and appearance is in original condition.
- B. Impose a Special Individual Assessment on the Owner for all costs associated with repairing the damage as described in Article VI, Assessments.

### **ARTICLE III: Members' Rights and Responsibilities**

**Section 1. Members' Rights.** Following are the rights and privileges of each Association Member:

- A. **Membership in the Association.** Membership in the Association is automatic and mandatory from the time a person, joint tenancy or legal entity becomes the Owner of record of a Lot until ownership is transferred to another Owner of record.
- B. **Use and Enjoyment of the Common Area.** Every Member in good standing shall have the right to use and enjoy the Common Area, as described in Article II, Property Description. Such right shall be attached to and shall pass with the title to every Lot.
- C. **Family, Guest and Tenant Enjoyment of the Common Area.** Every Member in good standing may extend his right of enjoyment of the Common Area to family members, guests, and tenants.
- D. **Voting.** Each Member in good standing shall be entitled to one vote for each Lot they own. If a Lot is owned by a legal entity or in joint tenancy, the Owner(s) will file with the Association's management company the name of the person who will cast the vote for that Lot. Failure to so designate will cause the loss of the right to vote.
- E. **Lot Maintenance Outside the Privacy Wall.** The Association maintains that portion of the Member's Lot outside the Privacy Walls limited to mowing, trimming, edging and fertilizing the grass strips, pruning the plantings, trees and shrubbery, painting of the outside surfaces of the Privacy Walls, and maintaining the mailboxes.
- F. **Use of Cable Service.** Every Member in good standing is entitled to the use of the Bulk Cable, Video and Internet services contracted for and paid by the Association.

**Section 2. Members' Responsibilities.** Following are the responsibilities assumed by each Association Member:

- A. **Lot Maintenance.** Maintaining in good condition the Lot, the residence and all other Improvements made on the Lot except where the maintenance is specifically provided by the Association in this Article. The Owner is solely responsible for removing and replacing all dead trees or shrubs on his Lot, maintenance of planters and entryway gardens, structural repair of non-common Privacy Walls and maintaining of the Owner's sprinkler system.

**B. Compliance.** Complying with this Declaration and the Rules and Regulations and seeing that the Member's family, guests, their contractors and lessees are aware of and abide by the responsibilities, covenants, conditions and restrictions in this Declaration and the Rules and Regulations.

**C. Obtaining Approvals.** Insuring, prior to starting any work, that all Improvements have been:

1. Permitted as required by the Town of Jupiter and
2. Approved by Board.

The Board need not approve maintenance actions that repair, replace or restore to the original condition with approved materials and colors, as listed in Article VIII, Covenants, Conditions and Restrictions.

**D. Paying Assessments.** Paying all Assessments as required by Article VI, Assessments.

**E. Repairing and Maintaining Joint Walls.** The repair and maintenance responsibilities for walls dividing two Lots as set forth below:

1. The Owner is responsible for painting the side of joint wall that faces the Owner's Lot.
2. The Owner of a Lot, which includes the wall as the side of the Owner's residence, will be responsible for the structural repair and maintenance of that portion of the wall that is part of the Owner's residence.
3. The Owners of a joint wall that is not part of a residence will share equally the cost of repair of the joint wall.
4. If an Owner of a joint wall is found responsible for the willful damage to the wall, that Owner will be solely responsible for the repair and painting of the damaged portion of the wall.

**Walls that are part of a residence:**

- A. No change shall be made to an adjoining privacy wall that is also a residence wall without the written consent of the residence owner whose wall is part of their house.

**Walls that are not part of a residence:**

- B. No change shall be made to an adjoining privacy wall that is not also a residence wall that alters the face of the neighbors' side without the written consent of the adjoining lot owner or owners.

**F. Restoring Community Property.** If an Owner or an Owner's family, contractors, lessees or guests damage the Community Property, the Owner

will be responsible for the costs incurred by the Association to restore the Community Property to its original condition.

#### **ARTICLE IV: Functions of the Association**

**Section 1. Function List.** The Board or their Agents, acting for the Association, will see that the functions and services specified in this Article and are provided in a manner consistent with the Governing Documents.

- A. Maintaining all the Community Property.
- B. Maintaining canals and ponds on the Common Property.
- C. Cutting and trimming the grass, trees and shrubs that lies outside the Privacy Walls of the Lots.
- D. Pressure cleaning and painting all exterior Privacy Walls including wooden and stucco sections of the Privacy Walls.
- E. Controlling insects, pests and rodents on Community Property to the extent that the Board deems advisable to supplement the services provided by state and local government.
- F. Managing and conducting the business of the Association, including but not limited to, administrative services such as legal, accounting, distribution of funds and Assessments.
- G. Communicating with the Members about meetings, about changes to the Governing Documents and about important events and activities affecting the community.
- H. Purchasing of (a) general liability and hazard insurance covering Improvements and activities on the Community Property at a current replacement cost basis in an amount not less than 100% of the insurable value and (b) Director and Officer Liability and such other insurance as the Board deems necessary.
- I. Providing limited access control to the community via an unmanned gate as the Board may deem appropriate.
- J. Establishing the committees defined in Article VII, Committees.
- K. Establishing Ad-Hoc Committees as the Board deems necessary.
- L. Seeing that Board-approved actions are executed.
- M. Creating such Rules and Regulations and Procedures as the Board shall deem necessary.
- N. Making Association-approved Improvements to the Community Property.
- O. Creating and granting easements as may be required to execute the functions in this Article.
- P. Executing contracts and hiring personnel, who are not members of the Association, their spouse or children, to accomplish the functions in this Article.
- Q. Enforcing of all covenants, conditions and restrictions set forth in the Governing Documents.
- R. Seeing that an annual budget is prepared detailing operations and capital reserve expenditures.

- S. Approving the annual budget and submitting a budget summary to the members for comment 30 days prior to the annual meeting.
- T. Reviewing and approving all Capital Improvement Reserve Fund expenditures and any unbudgeted operating expenses that exceed \$1,000.
- U. To review and approve all bulk cable, video and internet contracts.

**Section 2. Limitations on Extent of Functions.** The Association and the Board are constrained by the funds available and budgets approved by the Board and may limit the extent of services provided as appropriate to maintain the budget. Neither the Association nor the Board will be liable for failure to take any actions within the scope of functions in this Article.

## **ARTICLE V: Easements**

**Section 1. Easement over Lots.** The Association reserves for the Association an easement over the Community Property and each Lot for the purpose of allowing the Association to perform the functions authorized and required by Article IV, Functions of the Association. Any function requiring entry within the Privacy Walls or residence on a Lot may not occur until notice has been given except in an emergency.

**Section 2. Utility and Drainage Easements.** Utility and drainage easements over, under and across the Lots and Community Property are reserved for installation, replacement, repair and maintenance of services for the benefit of the Members and the Association. Such services shall include, but not be limited to, providing water, sewage removal, storm water drainage, lawn sprinkling, electricity, TV and cable signals, security, telephone service, and street lighting. The Board may assign such easements to any person, firm, corporation, or municipality furnishing any of the services cited in this Section. The assignee will be required to restore areas disturbed as a result of providing these services to the condition in which they were found.

## **ARTICLE VI: Assessments**

**Section 1. Creation of the Lien and Personal Obligation of Assessment.** Each Owner by acceptance of the deed for a Lot shall be deemed to have agreed to pay the Association's Annual Assessments, Special General Assessments and Special Individual Assessments as defined in this Article. No Lot shall be exempt from Assessments by waiver of the use of enjoyment of the Community Property or by the abandonment of the Lot.

**Section 2. Purpose of the Assessments.** The Assessments shall be used to improve and maintain the Community Property, to perform the functions listed in

Article IV, Functions of the Association, to establish reserves for future needs and to promote the welfare and enjoyment of the Association Members.

**Section 3. Annual Lot Assessment.** The Board will approve, annually, a budget that estimates annual operating expenses and reserve requirements. The reserves may include an amount to be set aside for capital Improvements, replacements, set asides for recurring major expenses and allowances for unplanned expenses. The Annual Assessment for each Lot will be determined by dividing the approved annual budget by the 185 Lots on the Property. The Annual Assessment will be billed quarterly. The quarterly Assessment will be one fourth of the Annual Assessment for each Lot.

**Section 4. Special General Assessments.** In addition to the Annual Assessments defined in this Article, the Board may, by majority vote of the Board, levy up to a \$1,000 per Lot Special General Assessment during each calendar year. A Special General Assessment should only be considered when an unforeseen, immediate expense, such as restoring access to Members' Lots or drainage to flooded Community Property, cannot be met by reallocating the Association's operating and capital reserves.

In the event that the unforeseen expenses necessitating the Special General Assessment exceed \$1,000 maximum per Lot, the Board may either seek approval from a majority of the Members in good standing that cast a vote to raise the \$1,000 limit, may secure a loan to cover the excess expenses or may both raise the limit and secure a loan.

The funds from a Special General Assessment must be used within a year of the date the Special General Assessment becomes due and must be used only to pay the cost of the unforeseen expense that necessitated the Special General Assessment. The Board will specify the due date of a Special General Assessment. Funds not used to pay for the unforeseen expenses requiring the Special General Assessment will be applied to projects in the Capital Reserve Fund.

**Section 5. Special Individual Assessments.** Fines imposed on a Member for failure to rectify a violation of the Governing Documents, expenses incurred by the Association to rectify a Member's violation of the Governing Documents or costs to repair Member-caused damage to Community Property will be collected as a Special Individual Assessment.

**Section 6. Due Dates of Assessments.** Each quarter starts on the first day of the 1<sup>st</sup>, 4<sup>th</sup>, 7<sup>th</sup> and 10<sup>th</sup> months. The Assessment for each quarter is due on first day of each quarter. Special General Assessments will be due on the date specified by the Board. Special Individual Assessments will be due the first day following the end of the quarter in which either the fines were levied on a Member or expenses

were incurred by the Association to remedy a violation of the Governing Documents by a Member.

**Section 7. Delinquency Date of Assessment.** An Assessment will become delinquent if not paid in full within 30 days after the due date.

**Section 8. Interest and Penalties on Delinquent Assessments.** The unpaid portion of an Assessment shall bear interest from the due date at the maximum rate allowed by law until payment is made in full. In addition, a delinquency charge will be made in the maximum amount allowed by law made each quarter, or part thereof, if the Assessment is not paid in full.

**Section 9. Notification and Records of Assessments and Payments.** Written notice of Assessment will be sent to every Owner and shall be postmarked on or before the due date. The Association's accounting firm shall keep records of all payment and billing events and shall determine when an account is delinquent.

**Section 10. Delinquent Assessment Enforcement.** If an Assessment is not paid by the date when it becomes delinquent, it shall, together with interest and the cost of collection, become a continuing lien on the Lot, which shall bind that Lot. The personal obligation of the then Owner to pay such an Assessment, however, shall remain the Owner's personal obligation and shall pass to the Owner's successors. If a Member's delinquency is equal to or greater than the quarterly Assessment for 90 consecutive days, the Association will record a notice of lien for delinquent Assessment in the public record and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated in the lien, all other unpaid Assessments, interest and penalties incurred thereafter and all costs of collection including reasonable attorney's fees until satisfaction of the lien.

**Section 11.** Notwithstanding anything to the contrary contained in this Declaration, the liability of a first mortgagee, which acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

1. The unpaid, regular and special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or
2. One percent of the original mortgage debt.

Subsequent to [January 22, 2002], if the law is amended with respect to the obligation of a first mortgagee, such changes in the law shall automatically be incorporated herein.

**Section 12. Additional Enforcement Actions.** In the event a Lot Owner is delinquent in paying an Assessment for more than ninety (90) days, the Board has the right to:

- A. Disapprove of any sale or to disapprove or void any lease until the arrears Assessment is paid.
- B. Accelerate the remaining Assessments due during the accounting year.
- C. Discontinue bulk cable, video and/or internet service.

**Section 13. Property Exempt from Assessment.** The Community Property shall be exempt from Assessments.

## **ARTICLE VII: Committees**

**Section 1. Scope.** The following sections describe the duties and scope of each permanent committee, but said permanent committees shall only be required if sufficient members are willing to serve and perform the tasks required of the committee and a committee chairperson is appointed. Sections 2 through 11 are relevant to all committees and Sections 12 through 17 describe specific purpose and functions of each committee. In addition to the permanent committees, the Board may create temporary committees to address a specific, non-recurring need.

**Section 2. Purpose.** The general purpose of all committees is to inform, advise and make recommendations to the Board within their areas of responsibility. The Compliance Review Committee has the additional purpose of determining whether a fine referred to it by the Board will be imposed.

**Section 3. Staffing and Term.** The Board appoints the members of all standing committees except for the Administrative, Advisory and Financial Oversight Committee, AAFOC. The Members in good standing elect AAFOC committee members. All permanent committees shall have between three and five members. Appointments shall be for one year. Any committee member, including a member of the AAFOC, who does not adhere to the established Code of Ethics as amended from time to time (a copy of which is attached hereto) shall be subject to removal from the committee by a majority of the Board of Directors.

**Section 4. Qualifications.** The Board shall accept volunteers for various committees whose skills are appropriate for the committee they will serve on. Committee members shall be Members of the Association or their partners in good standing. In addition, Board members cannot serve on any permanent committee, but may serve on other committees formed by the Board. Each committee shall elect their own chairperson. Members of the Compliance Review Committee shall not be members of the Board nor the spouses, parent, brother, sister or child of a Board member nor employees of the Association.

**Section 5. Approval Requirements.** No Committee may take any actions on their recommendations until the Board has approved that action by a majority vote at a Board meeting or by a unanimous written consent. A Committee may, if approved by the Board, monitor contracted activity for oversight and compliance with a Board-approved contract. Such a situation shall be in conjunction with the Management Company that maintains primary responsibility for compliance with all Association contracts.

**Section 6. Definition of Functions of the Committees.** All committees will review the functions assigned to them and may recommend Improvements to the Board.

**Section 7. Written Recommendations.** All recommendations by the Committees to the Board shall be in writing.

**Section 8. Participation in the Annual Budget.** Each committee will provide inputs to the annual budget in their area of responsibility. Specifically, the committees will recommend projects, including estimated price, in their areas of responsibility and provide an estimate of the annual operating cost for their committee.

**Section 9. Procedure Responsibility, Content Limitations and Approvals.** The responsibility for creating, maintaining and overseeing the execution of each Procedure is assigned to a permanent committee in this Article. The Board must approve all Procedures and changes to approved Procedures. Procedures will describe how:

- A. Board approvals required by this Declaration are obtained.
- B. Enforcement actions in Article X, Enforcement of the Covenants, are carried out.
- C. The delinquent account collections in Article VI, Assessments, are made; and
- D. The Board conducts the affairs of the Association.

A Procedure may not change or add compliance enforcement actions or arrears collection penalties or covenants, conditions and restrictions. Such changes must be made to this Declaration.

**Section 10. Committee Liability.** Neither the Association, the Board nor any committee member will have any liability for defects in any Improvements they sanction, for failure of those Improvements to comply with applicable laws or for any other recommendation they make. Each Owner agrees not to bring any action or suit against the Association, committee members or Board members or their respective Agents to recover damages caused by any action or failure to act by the standing and ad hoc committees defined in this Article.

**Section 11. Architectural Review Committee.** This committee helps the Board assure that all maintenance, restoration and alterations are compatible with the architectural appearance of the community and will enhance the appeal and attractiveness of the community and does not reduce any neighbor's privacy, line of sight, sunlight, airflow or drainage. The committee shall perform the following functions:

- A. Oversee compliance with the architectural controls established in this Declaration and make recommendations to the Board as needed.
- B. Create, maintain and oversee the Procedure for obtaining approval of architectural changes.
- C. Review the covenants, restrictions and limitations affecting all Improvements on Members' Lots and recommend changes to the Board.

**Section 12. Landscape Review Committee.** This committee helps the Board assure that all landscape decisions will maintain or enhance the appearance of the community. The committee shall perform the following functions:

- A. Oversee compliance with the landscape controls established in this Declaration and make recommendations to the Board for improvement and enforcement as needed.
- B. Create, maintain and oversee the Procedure for obtaining approval of landscape changes.
- C. Make recommendations to the Board for improving the landscaping on Community Property and refining the landscaping restrictions in this Declaration.

**Section 13. Security Committee.** This committee helps the Board, make decisions that will maintain and improve the security of the community. The committee shall perform the following functions:

- A. Review security measures used in Ocean Walk and make recommendations for Improvements to the Board.
- B. Work with the Property Manager to see that appropriate maintenance is being performed on the cameras, gate, access control and other security related systems.
- C. Report complaints by Members and security breaches within the community and make recommendations for improvement to the Board.
- D. Maintain liaison with law enforcement organizations and other communities and make security recommendations to the Board.
- E. Review community programs for responses to emergencies, such as hurricanes, and make recommendations as needed to the Board for supplemental programs within Ocean Walk.

**Section 14. Documents Committee.** The committee shall perform the following functions:

- A. Review and propose changes as needed to the Governing Documents to the Board.
- B. Assure the completeness of the Property Manager's voting packages seeking Member approval of Board-approved changes to the Governing Documents.
- C. Create, maintain and oversee the Procedure that describes how the Board conducts the affairs of the Association.

**Section 15. Community Relations Committee.** The committee shall perform the following functions:

- A. Welcome new Residents and provide them information on the community.
- B. Prepare and disseminate information packages to new Residents with Board approval.
- C. Organize Board-approved community activities.

**Section 16. Administrative, Advisory and Financial Oversight Committee, (AAFOC).** The committee shall perform the following functions:

- A. Review the Association's financial statements and transactions for correctness and cite any potential irregularities to the Board for action.
- B. Review Association's contracts and recommend changes or acceptance to the Board prior to contract signing.
- C. As required by the Board, maintain the Procedure for arrears on Assessments consistent with the remedies in this Declaration.
- D. Monitor the activities of the Association and make recommendations for improvement to the Board.

**Section 17. Compliance Review Committee.** The committee shall perform the following functions:

- A. Decide whether to uphold or reject all fine issues referred to it by the Board.
- B. When requested by a Member found in violation of this Declaration by the Board, conduct a hearing to assist in making the decision to levy a fine.
- C. Maintain the Procedure covering compliance with this Declaration consistent with the remedies in this Declaration.
- D. Make recommendations to the Board for improving compliance with this Declaration.

## **ARTICLE VIII: Covenants, Conditions and Restrictions**

**Section 1. Enforcement.** All the covenants, conditions and restrictions in this Article, as well as those throughout this Declaration, are enforceable as described in Article X, Enforcement of the Covenants.

**Section 2. Expansion of the Covenants, Conditions and Restrictions.** The Board may expand the covenants, conditions and restrictions in this Article in the Association's Rules and Regulations.

**Section 3. Requirement for Board Approval.** All exterior improvements to the residence, and landscaping outside of the exterior Privacy Walls, whether they are to landscaping or the residence or anything else on a Lot, require Board approval before proceeding. The process for obtaining approvals is described in the Architectural Committees' change approval forms.

**Section 4. General.**

- A. **Antennas.** No exterior antenna, listening device or aerial of any kind may be erected or maintained within the Property with the exception of satellite dish antennas.
- B. **Satellite Dishes.** These satellite dishes and associated wiring are allowed, but to the extent that there is a location on the Owner's property where the satellite dish can receive an acceptable quality signal, then it shall be placed in a location so as to minimize visibility from outside the Privacy Walls. No satellite dishes shall be attached to the front of the house, as long as there is another location on the Owner's property where the satellite dish can receive an acceptable quality signal. In the event that the only acceptable location for installation of the satellite dish will allow for it to be visible outside the Privacy Walls, then the owner shall paint the satellite dish so that it blends into the home.
- C. **Commercial Business Restrictions.** A Resident shall not conduct a business requiring employees to be on the Property or requiring vehicles other than the personal vehicles of the Lot Owner to enter the Property.
- D. **Compliance with Laws.** The users of any Lot must, at all times, comply with all applicable laws and ordinances of the Town of Jupiter, Palm Beach County, the State of Florida and any other governmental agency with jurisdiction over the Property.
- E. **Grant of Easements.** No easements will be granted by any Owner without the express written approval of the Board.
- F. **Insurance Coverage.** Liability and Hazard Insurance shall be carried on the Community Property by the Association and on each Lot by the Lot owner.
- G. **Residential Use.** No Lot shall be used for other than single-family residence.
- H. **Restriction on Giving Direction.** No Resident will direct, supervise or in any manner attempt to assert control over the employees or the Agents of the Association, unless otherwise directed by the Board.
- I. **Sewage Disposal.** No individual sewage disposal system shall be permitted on any Lot.
- J. **Sign Usage.** No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed on the Property by an Owner or an occupant. A Lot Owner may display a "For Sale" sign on his Lot provided that the sign area does not exceed 144 square inches and the sign is

- of a design, texture and color that is consistent with the community and the Lot. The Board may summarily remove and destroy all unauthorized signs.
- K. **Solicitations.** There shall be no cause, nor charity, nor any other organization or individual whatsoever permitted to solicit within the Property.
  - L. **Subdivision of a Lot.** No Lot shall be subdivided.
  - M. **Limitation on Use as Residence.** No temporary structure, trailer, mobile home, recreation vehicle, tent, shack or barn shall be used as a residence anywhere on the Property.
  - N. **Zoning Changes.** No Owner may seek a change of zoning without prior written approval of the Board.
  - O. **Building on Easements.** A Member may not build structures over easements on their Lot.
  - P. **Garage Doors.** Must be at least  $\frac{3}{4}$  or more closed unless in use.
  - Q. **Landscaping.** The planting of Coconut Palms are prohibited to be planted in any of the common areas or outside the Privacy Walls of Owner properties.
  - R. **Drones.** The use of drones for personal or recreational purposes is prohibited in Ocean Walk, so as to protect the privacy of the residents.

#### **Section 5. Property Maintenance.**

- A. **Lot Maintenance.** Each Member is responsible for maintaining in good condition his Lot, his residence and all other Improvements made on his Lot except where maintenance is specifically provided by the Association as described in Article III, Members' Rights and Responsibilities. A Lot is deemed to be maintained in good condition when all observable Improvements are not discolored, chipped, peeling, or otherwise materially disfigured from the original surface treatment or structurally failing.
- B. **Trash.** Each Owner shall keep his Lot free of trash, refuse, debris or unsightly objects. No Lot shall be used as a dumping ground for rubbish.
- C. **Waste Storage.** Trash, garbage, or other waste will be kept in sanitary containers suitably screened from the street and adjacent Lots. Storage containers shall be kept in clean and sanitary condition.
- D. **Waste Incineration.** Incineration of waste, trash or garbage on the Property is not allowed.
- E. **Sprinklers.** The sprinklers on all Lots will use the public water supply. Maintenance and adjustment of the sprinklers outside the Privacy Walls is the Lot Owner's responsibility. The sprinklers will be adjusted so as to uniformly water all the plants and grass so that the grass does not turn brown or the plants die.
- F. **Unsightly Growth.** No weeds, underbrush or unsightly growth shall be permitted on the Property.
- G. **Mailboxes.** Mailboxes shall be of uniform designs approved by the Board. The address of the unit must be clearly marked on the mailboxes.

#### **Section 6. Limitations on Use of Common Area.**

- A. **Restriction on Parties.** Parties may not be held on the Common Areas without the prior written approval of the Board.

- B. **Restrictions on Parking or Storing.** Members or lessees are not allowed to park or store vehicles or any other personal Property on the Common Area except vehicles belonging to guests of a Member may be parked in the Guest Parking areas but for a period not to exceed 14 days.
- C. **Waterway Use Bans.** The lake and canals on the Common Areas shall not be used for swimming, boating, fishing or any other recreational purpose.
- D. **Responsibility for Children's Safety.** Parents are responsible for the safety of their children when on the Common Area.

#### **Section 7. Pets and Animals.**

- A. **Restrictions on Allowable Types.** All animals on the Property shall be restricted to those generally considered as household pets, such as dogs, cats or birds. In addition, pets that constitute a danger or nuisance to surrounding Owners shall not be kept on the Property. Animals such as cows, horses, goats, fowl, snakes and other exotics are specifically excluded.
- B. **Use of Leashes.** All animals must be on a leash when outside the Privacy Walls.
- C. **Waste Clean Up.** Owners shall be fully responsible for the immediate clean up of animal waste.
- D. Renters are permitted only 2 pets per household.

#### **Section 8. Vehicle Parking and Operation.**

- A. **Parking Restrictions on Non-Commercial Vehicles.** Neither boats, trucks, trailers, motorcycles, golf carts, low-speed vehicles, recreational vehicles, motor homes, buses nor tractors may be parked anywhere on the Property except in an Owner's garage or in the Mako Lane storage area. In addition, vehicles, trailers and boats that are rusted, wrecked, junked, inoperative or partially dismantled or lacking a current registration may not be parked anywhere on the Property. Violators will be towed at the Owner's expense.
- B. **Driveway Parking Restrictions.** Only standard automobiles, non-commercial vans, non-commercial pickup trucks and sports utility vehicles that are in good operating condition may be parked in the Owner's driveway. These vehicles may also be parked in the Member's garage. Any vehicles other than sedans and sport utility vehicles that are parked in a driveway must be parked such that the front of the vehicle is facing the street. No "modified vehicles" shall be permitted to be parked in the community, which shall include vehicles with oversized height and/or weight, oversized tires, a modified chassis, suspension, or frame, and include "monster trucks." No commercial or governmental markings are allowed on any motor vehicles. No owner or guest or workman of any Owner may park a vehicle on a driveway or in the street or swale that restricts or hinders the free use and access of the street or another Owner's driveway or garage. No trucks shall be permitted to be parked in the community parking lots overnight, which shall be defined as between the hours of 12:00 a.m. to 6:00 a.m.

- C. **Guest Parking Area Restrictions.** Only vehicles belonging to the guests of a Member may be parked in the Guest Parking areas on the Community Property. Violators will be towed at the Owner's expense.
- D. **Commercial Vehicles Parking Restrictions.** Vehicles used by trades and delivery people providing services to a Member may be parked on the side of streets or in the guest parking area while they are providing service. Such vehicles will be parked so as not to block mailboxes, driveways or roadways. Owners should advise operators of vehicles servicing their Lot of these parking restrictions. No equipment may be left on the property overnight. Violators will be towed at Owners expense.
- E. **Valid Driver's License.** Operators of all vehicles shall have a valid driver's license and comply with Florida Laws.
- F. **Safe Vehicle Operation.** Vehicle operators shall stay within the posted speed limits, stop at Stop signs and drive in a safe, considerate and careful manner.
- G. **Quiet Vehicle Operation.** All vehicles shall operate quietly so as not to disturb Residents.
- H. **Smart Pass Usage.** Residents must use a Smart Pass or such other access pass which the Board may approve to open the Ocean Walk vehicle access gates.

#### **Section 9. Construction and Reconstruction.**

- A. **Replacement of Structure.** In the event any Owner wishes to reconstruct his residence, he must have the plans and specifications drawn up in sufficient detail to allow visualization and evaluation by the Architectural Review Committee and the Board prior to any construction. The Board will only consider the plan if it is in keeping with the current architectural design, and general scale of the Community. The new residence may be different than the original floor plan but must not be of a different architectural character. All plans must comply with the Town of Jupiter Building Code. If the residence is different than the original design, it must still be consistent with and complementary to the architecture of the community.
- B. **Protection of Member's Privacy.** Improvements on the Property will not reduce the privacy enjoyed by other Members.
- C. **Reasonable Time to Completion.** Replacement of a destroyed or damaged residence or Improvements on a Lot shall be completed within a reasonable time. The estimated time to completion shall be submitted for approval when the plans and specifications are submitted for approval.
- D. **Construction Approval Requirements.** No building, fence, wall, or other structure shall be erected, placed, altered or constructed on any Lot until the plans and specifications including a plan showing the location of the structure on the Lot have been approved by the Board. The process for obtaining approval is in the latest version of the Approval Procedure.
- E. **Times When Construction Activity is Allowed.** Construction activity is limited to 7:30 am to 6 pm on weekdays and 9 am to 6 pm on Saturdays. No heavy construction, including use of power tools, will be allowed on Saturdays, Sundays or holidays. Except in cases of emergency repairs, no

construction, yard maintenance, or other similar work shall be performed on a lot by a contractor on Sundays or holidays. It shall be the responsibility of the Owners to ensure that their contractors comply with these rules. Residents may personally perform minor construction, yard maintenance or other similar work on their lots on Sundays that does not create excessive noise or nuisance.

- F. **Height Limitations on Residences.** No residence will have more than two stories and will not exceed thirty-five feet in height from the crown of the road. The heights of all Residences shall comply with all applicable codes and ordinances, as same may be amended from time to time.

**Section 10. Exterior Materials.** The following materials requirements will be met on all residences:

- A. **Exterior Siding.** Exterior siding T-111 rough-sawn or equivalent, or fiber reinforced cement panels with the appearance of T-111 rough-sawn or the application of stucco.
- B. **Exterior Gates and Fences.** Any change or deviation from any gates must be approved by the Architectural Review Committee and the Board.
- C. **Driveways and Walkways.** Members shall use stamped concrete, pavers, bricks, or tiles on their driveways and walkways outside their Privacy Walls. Chattahoochee, asphalt and painted over cement is not permitted. Driveways may not be painted unless they are already painted, in which case the Owner can continue to paint the driveway the same color, but only after obtaining approval of the Board of Directors.
- D. **Garage Doors.** Garage door external surface may either be a flush or raised paneled design.
- E. **Tile Roofs.** Pitched roofs shall be tiled with Terra-cotta Spanish, S-shaped cement tile, or Clay or a Board-approved equivalent. Treatments which call for caulking, filing and painting of tiles must be approved by the Board.

**Section 11. Exterior Colors.** The following Benjamin Moore colors will be used on all newly painted, exterior surfaces. Previously approved exterior colors, not in compliance with the following requirements, need not be changed until the exterior surface is repainted.

- A. **House Colors.** The following colors are approved for the exterior of the house all of which are from Benjamin Moore:

128	Florida Seashells
506	Silver Sage
947	Navajo White (also called OC-95)
976	Coastal Fog
983	Smokey Taupe
1074	Alpaca
1088	Home Sweet Home
1089	Chilled Chardonnay
1579	Greyhound
1591	Sterling

AF-49	Tranquility
HC-6	Windham Cream
HC-33	Montgomery White
HC-44	Lenox Tan
HC-81	Manchester Tan
HC-82	Bennington Gray
HC-83	Grant Beige
HC-96	Richmond Gray
HC-172	Revere Pewter
HC-173	Edgecomb Gray
HC-174	Lancaster Whitewash
OC-17	White Dove
OC-95	Navajo White (also called 947)
OC-112	Goldtone
OC-117	Simply White
OC-143	Bone White

NO SUBSTITUTIONS OR VARIATIONS ARE ALLOWED. Recommended Benjamin Moore exterior paint products are listed in the Architectural Guidelines.

If a color name or number is changed by Benjamin Moore, the new name shall be deemed automatically incorporated herein, but the Association shall also periodically update the Architectural Guidelines with the new name/number.

If a color is discontinued by Benjamin Moore, no substitutions are allowed. The list of color choices will simply be shorter.

- B. **Chimneys.** All chimneys will be painted the same color as the body of the Home, or Navajo White (947).
- C. **Garage Doors.** Garage doors shall be the same color as the exterior of the house, or Navajo White (947), or White Dove (OC-17).
- D. **Entry Doors.** Individual preferences of entry door colors are allowed except that gold, silver or other metallic colors are not permitted.
- E. **Privacy Walls including Gates and Fences.** All portions of the Privacy Walls visible from the street will be Benjamin Moore Navajo White (947).

## **Section 12. Offensive Behavior.**

- A. **Offensive Activity.** Obnoxious or offensive activities disturbing to Residents shall not be permitted on the Property.
- B. **Offensive Lighting.** Lighting installed on any Lot will be directed so as not to cause unwanted illumination on another Lot and will not violate any

applicable laws or ordinances, such as lighting requirements dealing with sea turtles.

## **Article IX: Sale and Leasing**

**Section 1. Lease and Sale Provisions.** A sale or lease of a Lot shall be subject to the following provisions. The Board may void any agreement to sell or lease that does not comply with the provisions of this Article.

- A. **Requirement for Application.** If a Lot Owner intends to sell or lease his residence, he must see that the prospective buyer or tenant submits a completed application for sale or lease to the Association for approval.
- B. **Board's Right of Approval.** The Board shall have the right to approve or disapprove all applications, lease or sale agreements.
- C. **Purchaser's Responsibility.** Purchasers are responsible to see that a copy of the Application for Purchase Approval is given to the closing agent for recording with the deed.
- D. **Premature Occupancy.** If the Lot Owner permits the lessee or purchaser to occupy the Lot prior to receiving written approval from the Board, the Board has the right to void the transaction and deny occupancy of the premises. In the event of eviction by the Association of an illegal occupant, costs and attorney's fees incurred shall be borne by the Lot Owner.
- E. **Investigation of Purchasers and Lessees.** The Board will see that an investigation is done on the prospective lessees or purchasers to evaluate their ability to meet their financial obligations, to determine if they have a criminal record and to ensure that they further the purposes set forth herein.  
The following shall apply to this investigation:
  - 1. Neither the Association nor the Board shall discriminate based upon race, color, gender, religious preference, national origin or any other factor restricted by law.
  - 2. Each prospective purchaser or lessee shall complete an application.
  - 3. The prospective purchaser, lessee or Lot Owner will be charged a non-refundable investigation fee at the time of filing for an application.
  - 4. A period of 15 working days shall be allowed for the investigation process.
  - 5. At the completion of the investigation, the Board will issue a Certificate of Approval or notice of disapproval of the lease or sale.
- F. **Lease Limitations.** A Lot, in its entirety, may be leased by an Owner to one family only. There shall be no rental of rooms or sub-leases.
- G. **Required Lease Provisions.** Lease agreements shall comply with the following requirements:
  - 1. All lease agreements between an Owner and lessee shall be in writing.
  - 2. It shall be the responsibility of the Owner to supply the Board with a copy of the lease agreement prior to the lessee occupying the premises.
  - 3. Lease duration shall not be more than a year nor less than 90 days.
  - 4. A Lot may not be leased more than twice during a calendar year.

5. Lessees shall be subject, in all respects, to the terms and provisions of the Governing Documents.
6. The lease shall state and if not shall be deemed to state that failure of a lessee to comply with the terms of the Governing Documents shall be a material default and a breach of the lease agreement.
7. Under no circumstances will the Owner be relieved of the ultimate responsibility for a lessee's compliance with this Declaration.
8. The lease agreement shall not transfer the Owner's responsibility for paying the Association's Quarterly Assessments.
9. The Owner must grant the right of enjoyment of the Common Property to the Lessee.

## **Article X: Enforcement of the Covenants**

**Section 1. Scope.** This Article describes the actions that the Board may take to carry out the enforcement function except for enforcement actions associated with Assessments, which are described in Article VI, Assessments.

**Section 2. Enforcement Actions.** In the event that any person, firm or entity subject to the Covenants fails to comply with the Covenants, the Board, its Agents or authorized representatives may take any one or more of the following actions to bring about compliance with the Covenants:

- A. **Fine.** Assess a fine as further described in this Article,
- B. **Take Legal Action.** Proceed at law or in equity or any other remedy allowed by law either to restrain or correct violations and to recover damages, or
- C. **Fix the Violation.** Enter upon the Lot where the violation is in order to remove or correct the violation, including but not limited to the removal of unauthorized vehicles.

A failure of the Board to enforce the Covenants shall not be deemed a waiver of the right to do so thereafter.

**Section 3. Approach to Enforcement.** In general, fining will be the first enforcement action taken. Should fining fail to bring about compliance with the Covenants, the Board may either take legal action or enter the violator's property and fix the violation.

**Section 4. Additional Enforcement Actions.** In the event a Lot Owner is not in compliance with any provision of this Declaration, the Board has the right to disapprove any sale or to disapprove or void any lease, as appropriate, until the violation is corrected.

**Section 5. Interpretation of the Governing Documents.** In the event that there is a dispute regarding the interpretation of the Governing Documents, the Board's interpretation of the Governing Documents shall control.

**Section 6. Adequate Notice.** Prior to taking the first enforcement action, the Board shall provide notice allowing adequate time not to exceed 90 days to fix the violation. The notice will identify the violation, state the action being proposed by the Board and describe how the violator may appeal the action being taken. In the event of an emergency this requirement for notice is waived.

**Section 7. Recovery of Costs Associated with a Violation.** In addition to any fines assessed, the Board will assess a violator for the Association's cost to correct or fix any violation or associated with any legal action taken to correct a violation. Such costs include, but are not limited to, attorney's fees and court, labor and material costs. These costs and fines will be treated as a Special Individual Assessment, as described in Article VI, Assessments.

**Section 8. Fines.** In the event the Board selects fining as an approach to enforcing the Governing Documents the following shall apply:

- A. **Limitations on Amount.** The amount of a fine shall not exceed \$100 a day for each day a violation continues up to the maximum allowed by Florida State law, (currently \$1,000).
- B. **Independent Compliance Review Committee.** An Independent Compliance Review Committee will decide whether to uphold or reject a potential fine referred to it by the Board. Such Committee shall consist of three members in good standing appointed by the Board. The decision of the Independent Compliance Review Committee is final and may not be appealed.
- C. **Violator's Right to a Hearing.** A violator is entitled to a hearing before the Independent Compliance Review Committee. Such a hearing must be requested as set forth in the Compliance Procedure.
- D. **Collection of Fines.** All fines due the Association will be treated as a Special Individual Assessment. Fines will be added to the quarterly Assessments and will be subject to the collection process described in Article VI, Assessments.

## **Article XI: General Provisions**

**Section 1. Duration of this Agreement.** The covenants, conditions and restrictions in this Declaration:

- Shall run with and bind the land subject to this Declaration and any Owner or Lessee thereof, and
- Shall be enforceable by the Association and the Owners or their respective legal representatives, heirs, successors and assigns until this Declaration is either amended or terminated.

**Section 2. Amendment of this Declaration.** This Declaration may only be amended by the written consent of at least a majority of the members who cast a vote, as long as at least thirty percent (30%) of the members cast a vote.

**Section 3. Proper Notice.** Any notice to Members required by this Declaration shall be deemed to have been sent when mailed postpaid to the last known address of the Member as it appears on the Member records of the Association at the time of mailing.

**Section 4. Responsibility to Maintain Member Addresses.** It is the responsibility of each Member to keep the Association's Management Company advised, in writing, of any changes to the Owner's mailing address.

**Section 5. Severability.** Invalidation of any one of the covenants, conditions and restrictions in this Declaration, by judgment or court order, shall in no way affect any other provisions of this document, which shall remain in full force and effect.

**Section 6. Effective Date.** This Declaration shall become effective on the date it is recorded in the Public Records.

## **Exhibit A**

### **Legal Description of Property**

The North 330 feet of Government Lot 4, Section 8, Township 41 South, Range 43 East, and the North 330 feet of that part of Government Lot 3 of said Section 8, lying East of the Easterly right of way line of U.S. Highway No. 1, together with the South 424.95 feet of Government Lot 1, Section 8, Township 41 South, Range 43 East, and the part of Government Lot 5, lying North of a line parallel with and 1,118.45 feet North of (as measured at right angles to) the South Line of said Government Lot 5.

## **Exhibit B**

### **List of Plats Constituting the Ocean Walk Development**

Following is a list of the original Plats for the three phases of development of Ocean Walk as recorded in the County of Palm Beach:

- Phase I Recorded on September 3<sup>rd</sup>, 1976 in Plat Book No. 32 on pages 46 thru 48.  
Consisting of Blocks 1 through 4.
- Phase II Recorded on July 7<sup>th</sup>, 1978 in Plat Book No. 35 on pages 25 & 26.  
Consisting of Blocks 5 and 6.
- Phase III Recorded on April 9<sup>th</sup>, 1980, in Plat Book 39 on pages 139 & 140.  
Consisting of Blocks 7 and 8.

It is hereby certified that the foregoing Second Amended and Restated Declaration of Covenants, Conditions and Restrictions was approved by a majority of all votes cast in a written balloting of all the Members in good standing, pursuant to Article XI, Section 2 of the Amended and Restated Declaration.

IN WITNESS WHEREOF, the President and Secretary of the Association have executed this Second Amended and Restated Declaration on the day and year first above written.

**OCEAN WALK PLACE HOME OWNERS' ASSOCIATION, INC.,**

a Florida Not-for-Profit Corporation

Witnesses:  
Mary Jane Boone  
(signature)  
MARY JANE BOONE  
(printed name)

By: [Signature]  
David Thorpe, President

[Signature]  
(signature)  
Stephanie Lindquist-Thorpe  
(printed name)

M Ric  
(signature)  
Melinda Ramirez  
(printed name)

Attest: [Signature]  
Steve Karanewsky Secretary

[Signature]  
(signature)  
Lucy Dabbs  
(printed name)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of November, 2022, by David Thorpe, as President, and Steve Karanewsky, as Secretary, respectively, of OCEAN WALK PLACE HOME OWNERS' ASSOCIATION, INC., via [x] physical presence or [ ] online notarization, who are personally known to me or have produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
Notary Public  
State of Florida  
My Commission Expires:

(Notary Seal)



**OCEAN WALK \_\_\_\_\_ COMMITTEE MEMBER'S OATH**

I, \_\_\_\_\_ (insert name) a volunteer in a committee of the Ocean Walk Place Home Owners' Association, Inc. ("Association"), do hereby affirm as follows:

- 1) I will attend as many meetings as possible and prepare in advance by reviewing all material.
- 2) I will avoid self-dealing and will place the Association's interests above my own personal agenda.
- 3) I will cooperate with the other members and act in a courteous and civil manner toward my fellow members, homeowners, employees and contractors of the Association.
- 4) I will not divulge confidential or sensitive information.
- 5) I will not micro-manage or interfere with the management of the Association or the performance of Association contractors.
- 6) I understand that no committee member has any authority to act independently and that all committee recommendations are to be put in front of the entire Board for approval.
- 7) I shall at all times obey the rules of the Association.
- 8) I will not make public statements regarding my role as a committee member without the express authority of the Board.

In the event that I cannot faithfully fulfill my duties as a committee member, I will submit my resignation to the Board of Directors. In the event I violate any of the above statements of my oath, I understand that I can be suspended or removed from my duties as a committee member.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name printed: \_\_\_\_\_

Signature: \_\_\_\_\_